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LONDON, FEBRUARY 5, 1898.


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## CURRENT TOPICS.

WE PRINT elsewhere an order for the transfer of twenty-eight actions in the Chancery Division to Mr. Justice BARNES for the purpose only of hearing or trial. The learned judge commenced his sittings for the trial of these actions on Wednesday last.

THE MEETING of the Incorporated Law Society last week was, we believe, the largest in point of numbers which has been held during the last ten years; the attendance of country members being much in excess of the average.

THE PRESIDENT of the Incorporated Law Society has been confined to his house for about a week by a severe attack of influenza, and, much to the regret of everyone, was unable to preside at the recent meeting of the society. We are glad to learn that he is now convalescent.

WE OBSERVE that our esteemed correspondent "H." still entertains the idea that the result of compulsory registration of title will be to increase the remuneration of solicitors, at all events for the first ten or twenty years. That will, no doubt, be so if the existing scale of remuneration is retained. But we believe it may be taken as certain that, sooner or later, after compulsory registration has been applied to a district, the scale of remuneration of solicitors in that district for non-registry conveyancing business will be reduced.

A CORRESPONDENT calls attention to the delay in the issue of the general rules under the Land Transfer Act, 1897. We are able to assure him that the committee who are engaged in framing these rules have been sitting with the greatest assiduity, but we can imagine that the difficulty of endeavouring to turn the Land Transfer Act, 1875, into a workable measure by means of rules is very great. If, however, it can be done at all, we believe that the learned judge who has devoted so much time and attention to the work, and the other skilled members of the committee, are likely to accomplish this result.

THE EXPERIMENT which has been made for expediting the trial of actions set down in the special list under order 14 has so far

been a distinct success. The judge in chambers has been enabled to complete his chamber list in time to devote the afternoons to disposing of these cases in court. We are, however, by no means sure that the plan will always work as well as it is doing now. Mr. Justice PHILLIMORE, we are informed, has shewn a combination of qualities in dealing with chamber business which is remarkable, especially in a new judge. Though always courteous and patient, he is extremely quick in deciding, and is so thoroughly conversant with practice that he clears his lists easily and rapidly. It is obvious that he is quick, otherwise he could not sit in court two or three days a week at two o'clock. It does not follow, however, that all the judges in turn will be able to carry on these afternoon sittings in court. It may be safely predicted that some of them will be quite unable to continue the arrangement. We shall therefore have one system for one term and another for the next, which, to say the least of it, is not symmetrical.

---

WAS THERE ever known with regard to any legislation such a comedy of errors (tragedy of errors some people might say) as has occurred with regard to the recent Land Transfer Act? As a valued correspondent points out, if the various public bodies and persons who have recently so strenuously opposed the application of the Act to London had lent any assistance to the long contest waged by solicitors against the Bill, we should never have had a compulsory Act. But this is really one of the least remarkable parts of the comedy which has been enacted. The opening scene, when the trusted and skilful leader of the opposition to the Bill not only withdrew his opposition but actually took part in the framing of a compulsion Bill, was a remarkable transformation—not, it must be admitted, so much on the part of Mr. LAKE, who had never concealed his approval of the principle of registration of title, as of the solicitors who weakly followed his lead. But this again has been surpassed by the action of the Council of the Incorporated Law Society. After assenting to the Bill—and if our recollection of a deputation to the Lord Chancellor is correct, going a great deal further than assenting to it—and refusing to move a finger to help the Yorkshire law societies in their successful attempt to improve the measure by limiting its operation, the Council have at last thrown aside the time-serving policy which so greatly discredited them last year, and have boldly declared against the Act; for, whatever may be said, this is the real meaning of their communication to the London County Council, and if the majority had been allowed to express their views this would have been stated. Now comes the final, and not the least curious, of these bewildering transactions. No sooner have the Council come to their right minds about the Act, and given vent (to some extent) to their dislike to it, and attempted to prevent its application, than the Yorkshire societies proceed to sternly censure the council for not keeping silence about the Act, and for hindering it from coming into operation!

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OF COURSE the above, though literally accurate, is not in substance a correct representation of the attitude of the Yorkshire societies. Their contention was stated with much clearness and moderation by Mr. MIDDLETON at the recent meeting of the Incorporated Law Society. They say that the reply of the Council was made in the interest of London solicitors alone; it was intended to prevent London from being the *corpus vile* for the experiment, and as one of the Ridings of Yorkshire would notoriously be selected if the application of the Act to London was negatived, the reply was tantamount to sacrificing Yorkshire to London. We do not think that anyone can accuse us of want of sympathy with the Yorkshire solicitors; but we must confess that we do not find anything in the debate at the recent meeting to alter the opinion we expressed at the time the reply was sent in by the Council. It must be remembered that while in most country districts there are separate law societies to look after the interests of the local solicitors, London, with its enormous body of solicitors, has no representative body but the Incorporated Law Society. Hence, when a question with regard to a matter most seriously affecting the interests of London solicitors was put to the Council by the London County Council, we do not see how the Council, as representing these solicitors, could refuse to reply. And the question being should the Land Transfer Act be applied to London, the views of London solicitors should determine the nature of the reply; just as if the question submitted to the Council had been whether the Act should be applied to Yorkshire, the views of the Yorkshire law societies ought to regulate the reply. The question is a local one, and is to be decided by local professional opinion. And we think that if the application of the Act to London were negatived, it would make it all the easier to get its application to Yorkshire finally and definitely negatived at once, while, if the experiment is tried in London, Yorkshire will have the prospect of a vigorous attempt being made three years hence to extend the operation of the Act to their district.

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THE decision of STIRLING, J., in *Jennings* v. *Jennings* (reported elsewhere) is an interesting application of the principle laid down by the House of Lords in *Trego* v. *Hunt* (44 W. R. 225; 1896, A. C. 7). It is an established rule that a man upon selling the goodwill of his business does not by the mere sale debar himself from starting in the same line of business again, and he may set up his new business, if he chooses, next door to the business which he has just given up (see *per* WOOD, V.C., in *Churton* v. *Douglas*, Johns. p. 187). To prevent this it is necessary for the purchaser to protect himself by express covenants. However reprehensible such conduct may be, it is practically impossible for the courts to interfere, for it would be necessary to supply the omission of the parties and to specify a definite limit within which the starting of a rival business shall not be permitted. It has never been supposed that either equity or morals require the vendor to refrain altogether from starting in business again. But though the vendor is, in the absence of a restrictive covenant, at liberty to begin a new business and appeal for custom to the public, it is a very different matter when he takes to soliciting the customers of the old firm. In *Labouchere* v. *Dawson* (L. R. 13 Eq. 322) Lord ROMILLY was clear that such conduct was an unlawful infringement of the goodwill which had been sold, and though the law as laid down by him was overruled by the Court of Appeal (*Pearson* v. *Pearson*, 32 W. R. 1006, 27 Ch. D. 145), it was restored by the House of Lords in *Trego* v. *Hunt*. The prohibition upon soliciting customers, however, springs only from the relation of vendor and purchaser, and does not bind a person who is not immediately interested in the former capacity. Hence where a trustee in bankruptcy sells the goodwill of the bankrupt's business, the bankrupt is thereby placed under no restrictions (*Walker* v. *Mottram*, 19 Ch. D. 355). In the recent case of *Jennings* v. *Jennings* there was no sale in the ordinary manner, but an action brought by one partner, A., against the other partner, B., was settled upon the terms (*inter alia*) that judgment should be entered for A. for £1,200, and that the partnership should be dissolved and the assets retained by B. Subsequently A. claimed to be entitled to solicit the customers of the business, but STIRLING, J., held that, inasmuch as the order was made by consent, it was equivalent to a sale, and since "assets" was wide enough to include goodwill, the rule in *Trego* v. *Hunt* applied.

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THE DECISION of WRIGHT, J., in *Re New British Iron Co. (Limited)* (reported elsewhere), following that of KAY, J., in *Re Dale & Plant (Limited)* (43 Ch. D. 255), establishes that directors are entitled to prove in the winding-up of a company for arrears of fees due to them. A provision which has sometimes been thought to militate against this result is contained in section 38 (7) of the Companies Act, 1862. According to this no sum due to any member of a company in his character of member is to be deemed to be a debt of the company payable to such member in a case of competition between himself and any other creditor not being a member of the company. Obviously this only prevents the directors from proving for sums due to them in their character of members of the company, though it is a possible argument that where the director is bound to be a member he really takes his fees on the ground of membership and so in his character as member. According to the head-note to *Ex parte Cannon* (30

Ch. D. 629), it was there held that in a company with such a regulation a director's fees were excluded from competition with outside creditors, and though some stress is laid in the judgment of PEARSON, J., on the special form of the article under which the directors took their remuneration, yet he seems in the main to have relied on the fact that the directors, when acting in that capacity, were no more than working members of the company. From first to last, he said, while they are sitting as directors they are doing their work in the capacity of members, and working members, of the company. In *Dale & Plant (Limited)*, however, KAY, J., declined to follow the above case where arrears of salary due to a managing director were in question, and WRIGHT, J., has now declined to follow it in the case of ordinary directors. KAY, J., supported his judgment by the consideration that the managing director had been appointed on account of his special knowledge of the company's business. But in fact the question depends solely on the character in which the fees are earned. Does the director earn them as member or no? Obviously it would seem that he does not, or the company's profits would have to be distributed in fees instead of in dividends. He takes them in a narrower capacity than that of member, and since the statute has not excluded him he is entitled to prove in the winding-up.

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THE POPULAR but erroneous maxim, "finding, keeping," very frequently brings persons into trouble. Those who find and keep often learn, to their surprise, that the law regards them as thieves. There is, of course, some truth in the old saying, for if a chattel is entirely abandoned by the owner, it is quite certain that the finder has a right to keep it. Also where the owner is unknown and cannot be found, it is clear that the finder has a good right to the thing as against the rest of the world. When, however, a thing is found under circumstances which shew that it was not abandoned by the owner, but, on the contrary, that it was lost by mischance, the rights, duties, and liabilities of the finder become often rather complicated. It is well established that if the finder knows at the time of finding who the owner of the thing is, but nevertheless dishonestly determines to keep the thing, he is guilty of larceny, as also he is if there are marks on the thing, or other circumstances connected with the finding, which point out the owner. It does not appear from reported decisions that the finder is bound, in the absence of knowledge or indications of the ownership, to take active steps to discover the owner. In a case, however, tried recently before Mr. CURTIS BENNETT at the Marylebone police-court, that magistrate laid down the law in words which seem to go beyond any ruling of the High Court. He is reported to have said that any person finding anything must use reasonable diligence to discover the owner before he could regard it as his own property, and that to fail to try and find the owner and to appropriate the property to his own use was to commit larceny. This is probably excellent morality, but it does not appear to be good law, nor in accordance with any of the numerous decisions of the High Court on the subject. In *R.* v. *Thurborn* (1 Den. C. C. 387), the case that is usually spoken of as the leading case on the subject, the judges said that if a finder take the thing, meaning at the time to keep it, and reasonably believing that the owner can be found, it is larceny; and that whether the finder has such belief may be shewn "by evidence of his previous acquaintance with the ownership of the particular chattel, the place where it is found, or the marks upon it. In some cases it would be apparent; in others, appear only after examination. It would probably be presumed that the taker would examine the thing, as an honest man ought to do, at the time of taking it." The facts of the case were that the prisoner had picked up a bank-note on the high road. There was no mark on the note, and no other circumstances to shew to whom it belonged. Shortly afterwards, however, he discovered the owner, but nevertheless he appropriated the note to his own use, as he meant to do when he picked it up. It was held that, as the first taking was not felonious, there being nothing then to shew that the owner could be found, the subsequent conversion did not amount to larceny. This case has often been followed since, though sometimes with reluctance, and has always been considered binding on the High Court. In the case of *R.* v. *Christopher* (Bell C. C. 27) it was said that, in order to establish a charge of larceny, it is not sufficient that the finder may think that by taking pains the owner *may* be found; there must be immediate means of finding him. Again, in *R.* v. *Dixon* (1 Dear. C. C. 580) JERVIS, C.J., said: "The finding of the jury is that the notes were lost, that the prisoner did not know the owner, but that it was probable that he could have traced him. He was not bound to do that." The authorities, therefore, seem to stop a long way short of Mr. CURTIS BENNETT's ruling, that the finder of a thing is bound to take active steps to discover the owner in order to avoid risk of a conviction for larceny. Such a decision is obviously inconsistent with the leading case.

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THE QUESTION how far a medical man is bound to regard as strictly confidential information he may obtain in the practice of his profession, came very prominently before the public not long ago in connection with the *Kitson* v. *Playfair* libel case. Some attention has again been called to the subject by the proceedings at a recent inquest. The deceased was taken into Guy's Hospital suffering from a severe stab, and there died of the wound. On the day he died a woman surrendered to the police, and admitted that she had stabbed the deceased. This was the first the police heard of the occurrence, and inquiries were immediately made at the hospital, but the man had just died. As the fatal wound was one which could not in all probability have been self-inflicted, the coroner and the jury expressed opinions that the hospital authorities should have communicated at once with the police. This view was strongly opposed by Dr. PERRY, the medical superintendent of the hospital. He stated that it was the custom at the hospital not to give information to the police unless the injured person was desirous of so doing. He gave as a reason for this that cases of attempted suicide are very common; that this is a crime; and that if it were known that if a person suffering from a self-inflicted injury were taken to the hospital information might be given to the police, such person would certainly not be brought to the hospital, and might die for want of proper treatment. He therefore thought a hospital ought to be known as a place where no questions were asked. The *Lancet* concurs heartily in this opinion as to what should be the proper attitude of hospital authorities in such cases, and approves of the conduct of the surgeons who attended the case. The journal says: "We consider that Dr. PERRY and the house surgeon acted in the only way in which they could have done either from the point of professional rectitude or that of expediency. It would be a sorry day for hospitals if it came to be known that they were, in addition to their health-giving functions, the portals to a criminal dock; and although the prevention, detection, and punishment of crime are matters which every good subject ought to have at heart, such are not the objects for which hospitals were founded, nor are their officers to be regarded as agents of the law." We certainly agree with our contemporary, and we think that it would be most injurious, both to the medical profession and to the hospitals, if doctors were to voluntarily give information to the police of matters coming to their knowledge entirely in their professional capacity.

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IN THE recent case of *Bruno* v. *James* (*ante*, p. 214), which was an appeal from a county court in an action of trespass for £2 damages and an injunction, a preliminary objection to the hearing of the appeal was taken by the plaintiff—namely, that as the claim did not exceed £20, leave to appeal should have been first obtained from the county court judge. It was, however, held by the Divisional Court that, as the defendant was only appealing against an injunction, and not against the damages, he might proceed with his appeal without leave. This decision is, it is submitted, very difficult to support on the ground alleged, having regard to what was decided in *Martin* v. *Bannister* (28 W. R. 143, 4 Q. B. 491)—namely, that where a plaintiff complains of actual damage, the injunction does not itself constitute a distinct cause of action, but is a mere remedy for the tort committed which remains the *sole* cause of action. In other words, the mere claim for an injunction besides damages in no way alters the character of the action, which remains an action of

tort, and, as such, is, therefore, we submit, wholly governed, so far as the right of appeal is concerned, by section 120 of the County Courts Act, 1888 (51 & 52 Vict. c. 43), which on this subject provides as follows—namely, "that there shall be no appeal in any action of contract or tort, *other than an action of ejectment or an action in which the title to any corporeal or incorporeal hereditament shall have come in question*, where the debt or damage claimed does not exceed twenty pounds . . . unless the judge shall think it reasonable and proper that such appeal should be allowed, and shall grant leave to appeal."

## ORDER 14 AND THE SUMMONS FOR DIRECTIONS.

In a previous article on the subject of the new order 30 (*ante*, p. 191) we mentioned incidentally a point which has occasioned, and is occasioning, much perplexity among practitioners. When leave to defend is given under order 14, what is the plaintiff's position as to the requirement imposed upon him by ord. 30, r. 1? We were unable on that occasion to discuss this point fully, and it is one which is so open to argument, which casts the shadow of uncertainty over such a large number of cases, and which is apparently so far removed from any prospect of authoritative determination, that we propose now to consider it somewhat fully.

As a preliminary observation, we may point out one peculiarity of procedure under the new order 30. The question whether in particular circumstances a summons for directions ought or ought not to be issued is one which it seems hardly possible can be brought before the court on appeal. If a summons for directions is issued and an order made thereon, the only possible appeal is against the directions given. If a summons for directions is not issued, the defendant may apply to dismiss (ord. 30, r. 8), and upon that application the action may be dismissed or directions may be given. In any doubtful case the master would probably adopt the latter alternative, in which case appeal would only lie against the directions. It is only in the improbable contingency of an order to dismiss being made under that rule when the plaintiff had been right in not issuing the summons for directions, that the direct point whether or not such summons ought to have been issued could be raised before the Court of Appeal. It is therefore important to clear up, as far as possible, this question as to whether a summons for directions is necessary where leave to defend has been given under order 14.

Ord. 30, r. 1 (*b*), provides as follows: "Such summons (for directions) shall be taken out (by the plaintiff) after appearance and before the plaintiff takes any fresh step, other than application for an injunction, or for a receiver, or for summary judgment under order 14, or to enter judgment in default of defence under ord. 27, r. 2."

A plaintiff, therefore, may issue a summons under order 14 without taking out a summons for directions. We will assume that he does so, and that he fails under order 14, and that the defendant obtains leave to defend unconditionally and without any directions being given under ord. 14, r. 8. The question we are endeavouring to answer then arises.

The first point is an easy one. The defendant having obtained leave to defend, is bound to deliver his defence within eight days from the date of the order (ord. 21, r. 8), and if he fails to do so and the plaintiff's claim is for a liquidated sum within ord. 27, r. 2, judgment may, under ord. 30, r. 1 (*b*) (*supra*), be entered against him without order. It appears, therefore, that in such a case the plaintiff should wait the expiration of the time for defence, and if none is delivered enter judgment in default.

The second point is not so simple. Let us suppose that the defendant does deliver his defence. How is the plaintiff to proceed? By ord. 30, r. 1 (*b*), he is bound "in every action" to take out his summons for directions after appearance and before he "takes any fresh step in the action other than application . . . for summary judgment under order 14." He has made his application under order 14 and has failed; must he now revert to procedure under order 30, or can he proceed with the action without doing so, and deliver a reply, and go to trial?

We do not pretend to be able to give an authoritative answer to this somewhat open question, but it appears to us that the intention of the rule (ord. 30, r. 1) is that after leave to defend has been given under order 14, and defence delivered, the plaintiff may proceed with his action without regard to order 30. There is solid ground for supposing that when the Rule Committee inserted in ord. 30, r. 1, the exception as to "application for summary judgment under order 14" they intended to entirely relieve a plaintiff so proceeding from the necessity of issuing a summons for directions at any stage of the action. We base this supposition on the terms of ord. 14, r. 8 (*a*), which are as follows: "Where leave, whether conditional or unconditional, is given to defend, the judge shall have power to give all such directions as to the further conduct of the action as might be given on a summons for directions under order 30, and may order the action to be forthwith set down for trial."

When the master, as constantly happens, gives leave to defend without ordering summary trial or giving directions, it must be assumed that he does not think it a case for summary trial, and that neither of the parties asks for directions, and the master has not sufficient information to give directions without being asked. But in considering whether it was intended that such a case should again fall under order 30 we must bear well in mind that this power to give directions, under Order 14 and Order 30 combined, was actually in the master's hands when he gave leave to defend; and further, that defence having been ordered, the case does not actually pass out of the operation of order 14 until the time for defence has expired; and, moreover, that the order for defence is an important direction which impliedly carries with it the right of the plaintiff to deliver a reply. It appears, therefore, that a plaintiff suing by specially indorsed writ for a liquidated demand is not bound, where leave to defend is given under order 14, and defence delivered, to issue a summons for directions.

We have dealt only with a specially-indorsed writ for a liquidated demand. We will now consider shortly the same point when leave to defend is given under order 14 in an action for recovery of land. In this case, if no defence is delivered, the plaintiff cannot enter judgment in default. Ord. 30, r. 1 (*b*), only allows judgment to go in default of defence when the "plaintiff's claim is only for a debt or liquidated demand" within ord. 27, r. 2. When the time for defence under order 14, therefore, has expired, and no defence is delivered, what is the plaintiff's course? Is he to apply for directions under order 30, or can he proceed at once to serve notice of motion for judgment in default of defence? The argument here for considering the action to have been taken completely out of the scope of order 30 by the proceedings under order 14 is not so strong. There is no defence delivered, and no right to judgment in default. But, on the whole, it appears reasonable to suppose that the plaintiff may proceed irrespective of order 30. If we were right in assuming in the one case that in making an exception of proceedings under order 14 the Rule Committee intended that exception to apply to the whole subsequent course of the action, we are driven to the same assumption in the other. There is the same power in both cases to give directions in giving leave to defend. The only difference is that in the case of a liquidated claim judgment in default follows as of course, and in the other case must be obtained on motion for judgment.

It appears to us, therefore, that when once an action passes under order 14, the plaintiff is in every case released from the necessity of issuing at any stage a summons for directions under order 30. At the same time we candidly admit that the point is arguable, and that had it not been one which seems somewhat removed from the probability of a judicial decision in court, we should have felt reluctant to express any opinion about it. We have discussed it at some length because it is the cause, as we have said, of some perplexity among practitioners, which ought if possible to be removed.

## DISCLAIMER OF LEASEHOLD PROPERTY IN BANKRUPTCY.

### II.

5. *Leave to disclaim (continued).*—It has already been stated that, in giving to the trustee in bankruptcy leave to disclaim leasehold property burdened with onerous covenants, the court

may impose terms as a condition of granting the leave, and may also make orders as to fixtures, tenant's improvements, and other matters arising out of the tenancy; and it has been mentioned that, where the trustee has occupied the property with a view to the benefit of the bankrupt's estate, he will not be allowed to disclaim except on the terms of paying rent for the period of his occupation. Unconditional leave has been refused also where the trustee has acted for parties with opposing interests, and it is difficult to say what the real effect of his occupation has been (*Re Crowther*, 4 Morr. 100). And where the relationship between the parties is really that of mortgagor and mortgagee, and the former is merely tenant under an attornment clause in the mortgage deed, this will be taken into account in considering whether terms ought to be imposed for the benefit of the mortgagee (*Ex parte Isherwood*, 22 Ch. D. 384). It was held under the Act of 1869 that the leave of the court was simply a matter as between the trustee and the court, and that the failure to obtain leave did not invalidate the disclaimer as between the trustee and the landlord (*Reed* v. *Harvey*, 5 Q. B. D. 184; see *Ex parte Ladbury*, 17 Ch. D. 532). But the requirement of leave, which formerly only depended upon a bankruptcy rule, has now been introduced into the statute; and since the trustee is, except as expressly provided, not entitled to disclaim without leave, and by rule 320 of the present Bankruptcy Rules a disclaimer of the lease without the leave of the court is void, it would seem that at the present time it has no effect even between the trustee and the landlord.

It appears that the court, in considering whether leave to disclaim should be granted, will have regard only to the question whether the disclaimer will be for the benefit of the persons interested in the administration of the bankrupt's estate, and not to collateral considerations such as the possible injury which the disclaimer may inflict upon third parties (*Ex parte East and West India Dock Co.*, 17 Ch. D. 759), though previously to this decision it had been held that the trustee ought not to disclaim to the prejudice of an equitable mortgagee of the lease by deposit (*Ex parte Buxton*, 15 Ch. D. 289). But the contradiction seems to be only nominal, for if the mortgagee wishes to prevent disclaimer he can take an assignment of the lease, and covenant to indemnify the trustee (*Ex parte Buxton*). The granting of leave to disclaim is a matter within the discretion of the court, and therefore not strictly appealable; and on this ground leave to appeal to the House of Lords has been refused (*Ex parte East and West India Dock Co., supra*). This consideration, however, does not absolutely bar an appeal, though if an appeal is brought it must be done before the disclaimer has been executed. After such execution the lessor's title is complete, and an appeal will not be entertained (*Re Woods*, 3 Ch. D. 459), even for the purpose of getting conditions imposed (*Ex parte Sadler*, 19 Ch. D. 122). The proper course is for the party intending to appeal to apply for a stay of proceedings pending the appeal.

Formerly it was held that the period within which the trustee could disclaim might be extended by the court under the general power of section 104 (4), but only upon good grounds, and the trustee was put upon such terms as to payment of rent and of interest on mortgages as would prevent other parties being prejudiced (*Re Price*, 13 Q. B. D. 466). In *Ex parte Paterson* (11 Ch. D. 908), where the trustee had in no way interfered with the property, and the bankrupt had remained in possession, the trustee was allowed to disclaim after three years, all parties being before the court. The Act of 1890, in extending the period of three months to twelve months, at the same time expressly provided that such substituted period might be extended, and in *Re Baker* (8 Morr. 116) leave was given after the lapse of six years, there being no evidence that the landlord had sustained any damage by the failure to disclaim before. A trustee applying for leave to disclaim may include several distinct properties in the same application, so long as there is one landlord or other chief respondent who is affected by the whole application, although there are other respondents who are affected only by part of it (*Re Whitaker*, 21 Q. B. D. 261). The court, before granting leave to disclaim, may require such notices to be given to persons interested as it shall think just (section 55 (3)). A notice of motion for leave to disclaim may be served out of the jurisdiction on persons whose interests are affected (*Re Rathbone*, 56 L. J. Q. B. 504). The costs of the application by the trustee are the costs of a proceeding under the Act (Bankruptcy Rules, r. 339), and, as a general rule, are payable out of the estate (*Re Proctor*, 8 Morr. 251).

6. *Application to the trustee to decide as to disclaimer.*—The trustee's right to disclaim under section 55 will be lost if any person interested in the property applies to him to decide as to disclaiming, and if the trustee omits to give notice of his decision for twenty-eight days after receipt of the application, or such extended period as may be allowed by the court. The notice may be given by the landlord as a person interested in the property (*Ex parte Mackay*, 14 Q. B. D. 401). It is not enough that the application has been posted; it must be actually received by the trustee, though ordinarily posting is presumptive evidence of receipt (*Reed* v. *Harvey*, 5 Q. B. D. 184). To obtain an extension of the period of twenty-eight days the trustee should apply to the court before that time has expired (*Re Richardson*, 16 Ch. D. 613), unless there are special circumstances to excuse the delay (*Ex parte Lovering*, 9 Ch. 586), or unless the person giving notice has, by entering into negotiations, waived his right to a reply within the statutory time (*Ex parte Moore*, 2 Ch. D. 802). The mere fact that the landlord has compelled payment of half a year's rent in advance is not a ground for enlarging the period of twenty-eight days (*Re Richardson, supra*).

7. *Vesting Orders.*—As already observed, the effect of disclaimer is to leave a gap between the lessor and the persons who through the bankrupt have become interested in the lease. As regards the bankrupt and his trustee, the lease is at an end, but save for this purpose the rights and liabilities of other persons are not affected (section 55 (2)). In order to avoid the inconvenience of this state of things sub-section (6) provides that an order may be made vesting in some defined person the lease which by the disclaimer has been set at large. The application for such an order may be made (*a*) by any person claiming an interest "in the disclaimed property," or (*b*) by any person under any liability in respect of it which is not discharged by the Act. The property may be vested in (i.) any person entitled thereto, or (ii.) to whom it may seem just that the same should be delivered by way of compensation for such liability; and the vesting order is made upon such terms as the court thinks just, subject, however, to the specific directions as to terms contained in the proviso to the sub-section.

Of the two classes of persons who may apply for a vesting order to be made, no difficulty has arisen with regard to the second. Persons may be under liability in respect of the disclaimed property, because they have, as sureties or otherwise, become liable for rent or upon the covenants in the lease, and their right to apply for a vesting order is clear. But with respect to persons claiming an interest in the disclaimed property, great doubt at one time existed whether this class included the lessor. In *Ex parte Turquand* (33 W. R. 752, 14 Q. B. D. 405) CAVE, J., took what seems *prima facie* to be the technically correct view that the "disclaimed property" is the term of years, and since in this the lessor has no interest he cannot apply for a vesting order. But in *Ex parte Shilson* (36 W. R. 187, 20 Q. B. D. 343) the same judge, concurring with A. L. SMITH, J., gave, on further consideration, a contrary opinion, and his more mature judgment was confirmed by the Court of Appeal in *Re Finley* (37 W. R. 6, 21 Q. B. D. 475). "It is obvious," said LINDLEY, L.J., "that a lessor is very much interested in the observance by the lessee of the covenants and conditions contained in the lease, and that he has a very substantial 'interest in the disclaimed property,' in whatever sense you take the expression." Possibly this passage does not indicate a very strict adherence to the proper meaning of the phrase, but at any rate the rule in *Re Finley* is now perfectly settled, and the lessor may apply to have a vesting order made. He may give notice of application as soon as he is served with notice of the trustee's motion to disclaim, and as a general rule he ought to have his order if he brings himself within the section (*Re Britton*, 61 L. T. 52). It is for the judge who hears the case to decide whether an affidavit or other evidence is necessary (*ibid.*).

The terms upon which the vesting order is to be made are to a considerable extent specified by the proviso to sub-section (6).

It is not to be made in favour of an under-lessee or mortgagee by demise claiming under the bankrupt "except upon the terms of making such person subject to the same liabilities and obligations as the bankrupt was subject to under the lease in respect of the property at the date when the bankruptcy petition was filed." A mortgagee or under-lessee declining to accept an order upon these terms is to be excluded from all interest in and security upon the property. In this case the court may vest the lease in any person liable to perform the lessee's covenants either personally or in a representative character, freed and discharged from all incumbrances and interests created by the bankrupt. If there is no person so liable who takes a vesting order, it seems that the proceedings terminate with the refusal of the under-lessee or mortgagee to come in. They are quite excluded, and the lessor, without any vesting order, takes the property free from the lease and all interests under it created by the bankrupt.

If, however, the under-lessee or mortgagee chooses to take a vesting order, he can only do so upon the terms just stated. In *Re Finley* (*supra*) the question was raised, but not decided, whether the effect of the proviso was to make the person in whom the property was vested liable as an original lessee, or only as an assign (see 21 Q. B. D., p. 487). In order to remove the doubt and leave the court a free hand in the matter, it was enacted by section 13 of the Bankruptcy Act, 1890, that the court might modify the terms, so as to make the person in whose favour the vesting order is made subject only to the same liabilities and obligations as if the lease had been assigned to him at the date of the filing of the bankruptcy petition. It has been held, however, that this power is to be exercised only under special circumstances, and in general the vesting order should require the person in whose favour it is made to take upon himself the burdens of the unperformed obligations, both past and future, to which the bankrupt was liable (*Re Walker*, 72 L. T. 330). The mortgagee cannot escape liability either to take a vesting order or to be altogether excluded by assigning to a nominee who holds in trust for him (*Re Smith*, 25 Q. B. D. 536).

8. *Proof for injury done by the disclaimer.*—By sub-section (7) of section 55 any person injured by the operation of a disclaimer is to be deemed to be a creditor of the bankrupt to the extent of the injury, and may accordingly prove the same as a debt under the bankruptcy. The measure of the damages, so far as the rent is concerned, will be the difference between the rent due under the lease for the residue of the term and the rent now to be obtained (*Re Llynvi Coal Co.*, 7 Ch. 28), and it will include also the sum required to leave the property in the same state as if the covenants had been properly performed. But where the lease is determinable at any of several periods, the damages will be assessed on the footing that it would have been determined at the earliest of such periods (*Ex parte Blake*, 11 Ch. D. 572). If the lease has been made to partners as joint tenants, and the partners are bankrupt, the lessor can prove against the separate estate of each partner, though it has been doubted whether he can prove against the joint estate (*Ex parte Corbett*, 14 Ch. D. 122).

## REVIEWS.

### BOOKS RECEIVED.

Company Law, based on Lectures Delivered in the Inner Temple Hall, at the Request of the Council of Legal Education, with an Appendix containing the Companies Acts, 1862 to 1893, and Rules, &c. By FRANCIS BEAUFORT PALMER, Barrister-at-Law. Stevens & Sons (Limited). Price 12s. 6d.

Stone's Justices' Manual, being the Yearly Justices' Practice for 1898. A Guide to the Ordinary Duties of a Justice of the Peace, with Table of Statutes, Table of Cases, Appendix of Forms, and Table of Punishments. Thirtieth Edition. Edited by GEORGE B. KENNETT, Esq., Solicitor, Town Clerk (late Clerk to the Justices of Norwich). Shaw & Sons; Butterworth & Co.

A Handbook of Public International Law. By T. J. LAWRENCE, M.A., LL.D. Fourth Edition. Macmillan & Co. (Limited).

Old Age Pensions. By WILLIAM BIRKMYRE. Glasgow: Aird & Coghill.

## CORRESPONDENCE.

### THE LAND TRANSFER ACT, 1897.

[*To the Editor of the Solicitors' Journal.*]

Sir,—To some of us who for the last ten years have been fighting against the measure introduced year after year by successive Governments to compel recourse to the Land Registry on all future sales of land there is something positively comic in the list of public bodies, great companies, and eminent personages who have intimated to the London County Council their dislike to the application of the Act to London.

During the long and weary fight that has been waged against the various Land Transfer Bills, or rather against the compulsory clauses they contained, none of the great companies or personages who are now awaking to the consequences of the Act have given any assistance to the opponents of the measure, and the profession has been left to wage the battle almost unaided.

If Lord Portman and some members of the Ecclesiastical Commission would only have pointed out to the House of Lords those consequences of the introduction of compulsory registration which are now brought to the notice of the county council; if the Building Societies' Association and the great railway companies had used their influence to enlighten the House of Commons as to the objections entertained to the proposed legislation, compulsory registration of title would long since have disappeared from the programme of any party or section of a party. But, as is the case with so many other matters, it was impossible to get persons outside the profession to take any interest in the subject—they would declare it was a matter that did not concern them, and which they did not understand, nor did they want to understand.

The result, however, of the labours of the opponents of the measure has been the passing of an Act which we whose property is outside the metropolis can contemplate with perfect equanimity, seeing that it cannot be put in force in more than one district unless asked for by the county council of any county that may desire it, and I don't think we need greatly dread the action of the county councils throughout England; and as Middlesex or some part of it seems pretty certain to be the *corpus vile* selected for the experiment, we in these parts console ourselves with the belief that Middlesex property is so valuable and Middlesex landowners so rich that they will easily survive the experience, painful though it may be, of this costly and troublesome experiment at their expense.

But, after all, why has it been so readily assumed that the principal sufferers by the system of compulsory registration of title, and of transfer by entry on the register, will be the solicitors? That the scheme is wrong and mischievous I hold as strongly as ever I did, and I believe it is opposed to the best interests of the profession; but I think so only because I maintain, and always have maintained, that the interests of the general public are identical with those of their lawyers. If the Act were generally adopted throughout the country the persons who would be the principal losers would be the landowners, especially the small holders of land, for whom a simple and inexpensive system of transferring land is almost a necessity.

The old-fashioned costs of conveyancing are gone with the ancient forms, and no scales of remuneration will prevent ordinary instruments such as conveyances and mortgages being prepared at very nominal charges.

In these days when joint-stock banks keep their own forms in stock and the manager prepares the great majority of the simpler securities that are taken, and when it has become so much the practice, in some districts at all events, for the vendor's solicitor, on a sale by auction, to offer to prepare the purchaser's conveyance for a fixed and very trifling fee, that one of the recent collections of precedents contains a form of condition embodying such an offer, solicitors cannot expect the same income from the preparation of instruments dealing with the transfer of land that they earned in the days when titles covered hundreds of sheets of abstract, and conveyances and mortgages were of the length dear to the draftsmen of the olden time. I myself believe that the actual remuneration of a solicitor ten or twenty years hence for the conveyance of landed property will be found to be larger where the title is registered than where it is not, and I don't think it will be found any easier to dispense with the services of a trained lawyer when dealing with registered than when disposing of unregistered realty. The cost of the conveyance will of course be largely increased, and the sufferers will be the vendor and purchaser, indirectly also, to some extent, the solicitor, as the costs will tend to lessen the number of transactions.

But apart from this, if compulsory registration of title ever becomes general, it will open up a fresh field for the conveyancers of the next generation. I had a conversation recently with an American lawyer who told me he had had a large experience in practical conveyancing in many States of the Union where registration of titles to real estate was in full operation, and that it is the existence of that system that enables the lawyers to live. The titles get encumbered

with clouds, and the clearing of these clouds is exceedingly remunerative to the practitioner, if costly and tiresome to the landowner, and my informant added that he had been somewhat surprised to learn that in England the establishment of a complete system of registration had been so vigorously opposed by the profession. His information confirms my own little experience of dealings with land in America, and there is no doubt that the same thing would happen in England. Charges on land will get registered, and when paid off will not be properly discharged, inhibitions and restrictions will cloud the title, and all kinds of disputes and questions will arise from time to time as to the proper persons to be registered on the devolution of the property, the proper form of the restrictions and inhibitions, and numerous other matters of the same sort.

Perhaps I ought hardly to occupy your space with remarks such as these, but it is well that those of us who, in addition to our professional interest in the matter, have some concern in it as owners of land, should keep in mind the troubles that are in store in the districts on which the compulsory clauses may be inflicted, and the litigation, delay, and expense that will be occasioned, especially where, as will too frequently be the case, the registry is ignored and equitable interests grow up around a title, giving rise to all kinds of questions of priority, and when fees are raised, as they most certainly will be—by statute, if necessary—to make the registries pay. H.

Hereford, Jan. 31.

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[*To the Editor of the Solicitors' Journal.*]

Sir,—The opponents of this Act object to it mainly on the ground that the expense and delay of transferring land on a sale will be increased rather than diminished by the Act. Whether these objections are well founded or not seems to me to depend in some measure, and probably in no small measure, upon the general rules to be made in pursuance of section 22 under section 106 of the Land Transfer Act, 1875. These rules have not yet been published, although the Act received the Royal Assent on the 6th of August last, and although notice was given of the intention to apply the Act to the county of London on the 19th of November last. The delay in this respect leads one to fear that officialism is not about to belie its character for tardiness, while at the same time the non-publication of rules will render it impossible for the members of the county council to decide the important question of the application of the Act to the county of London, or a part of it, with full knowledge of all that their decision will involve.

I have been requested by the directors of one of the principal banks in the City of London (whom I have the honour of advising) to make a report to them in regard to the effect of the Land Transfer Act upon that portion of their business which consists in advancing money on deposit of title deeds, and feeling, as I do, that the rules are a material adjunct to the Act, I have postponed my report now for some months in the expectation that the rules would be published.

It seems to me now not unlikely that the Act may come into operation in a county in which many of the properties on which my clients make advances are situated before I am in a position to tell them what course, in my opinion, they should adopt, and what alterations should be made in the documents of charge which they are in the habit of using. J. H. W. N.

Jan. 31.

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## THE LONDON COUNTY COUNCIL AND COMPULSORY REGISTRATION OF LAND.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The report of the General Purposes Committee of the London County Council, issued last week, has been a revelation to many who assumed, without inquiry, that the Land Transfer Act, 1897, would cheapen and simplify the transfer of property.

The council deserves every credit for obtaining the views of bodies and classes interested before deciding on the proposal to experimentally adopt compulsory registration of title in the county of London. It was hardly foreseen, however, that the result would have shewn such a decisive consensus of opinion against the proposal.

The council received in all fifty-seven communications. Of this number only thirteen favour the application of the Act to London, whilst the number against amounts to forty-four. The full significance of these numbers can, however, only be realized when the character of the replies and the bodies sending them are considered.

The replies in favour are confined to twelve vestries or local bodies and one individual. The forty-four replies against include twenty-one vestries or local bodies, the Institute of Bankers, the Building Societies' Association, the Ecclesiastical Commissioners, the Auctioneers' Institute, seven railway companies, amongst them the London and North-Western, the Midland, the Great Western, and the Great Central, and also eight building and land societies, including the Birkbeck and the British Land Societies, who sent in replies on their own initiative.

The reasons given for the respective decisions come to are almost entirely one-sided. Two only of the vestries who favour the experiment give a reason for their decision, but the reasons given on the other side are many and various. It would make too great a demand on your space to set the arguments out at length, but the opponents of compulsion are almost unanimous in urging that the proposed system would add seriously to the difficulty, expense, and delay of dealing with property, and that the county of London is not a suitable county for a doubtful experiment, having regard to the vast number of properties that would be affected and the value, complexity, and importance of the interests involved.

The only plea on which a claim to apply compulsion can be founded is that compulsion is called for by and in the interests of the public and of property owners. In the face of the replies sent in to the council it is hardly conceivable that any member, Moderate or Progressive, would care to incur the responsibility of allowing the Act to come into operation. Londoners will watch with unusual interest the proceedings at the special meeting to be held on the 15th of February. The vital importance of every member being in his place on that day will be understood when it is realized that the Act is so framed that if one-third of the members should for any reason not be present the meeting cannot be held, and in that case compulsory registration of title will take effect in London on the 1st of July next. J. S. RUBINSTEIN.

5, Raymond Buildings, Gray's-inn, W.C., Jan. 31.

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## THE FINANCE ACT, 1894.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I should be glad to know whether any of your correspondents can throw light on the following point:

If duty on a death has been carefully agreed, assessed, and paid in respect of real estate (the office not employing a valuer, as it might), can payment of further duty be required after a sale at considerably higher prices than the values adopted?

The Act appears to provide for the office refunding duty if too much appears to have been paid, but it does not seem to contain any provision for paying further duty in case of undervaluation. Does not this shew that a death duty account honestly settled is not to be re-opened in favour of the office? If otherwise, parties would be liable to prove rise in value since the passing of the account, and be involved by accidental or unusual favourable circumstances. This would be particularly awkward to trustees who may have distributed their estate or part of it, supposing they had settled the question of duty.

The office sets up that their form of account states that the duty is paid "on the basis of this account and subject to rectification if found necessary," but this should surely refer to a possible mistake other than a question of valuation. The office is bound by the law, and if it means to apply such a qualification to values, the question arises, Is it entitled to do so? and during what period? What does "necessary" mean? H.

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[*To the Editor of the Solicitors' Journal.*]

Sir,—A. dies since the Finance Act leaving all his estate (realty and personalty) to his only son, who is also sole executor.

On his death A.'s widow (not the mother of the son, she being a second wife) confronts the son with a marriage settlement which, in the events that have happened, settles upon her £2,000 at the testator's death.

The will does not refer to the settlement, and the son knew nothing of it. There were several years' arrears of interest. In acting for the son in proving the will, I deducted the above sum and the interest, treating it as a debt due from the estate.

The controller says such deduction was wrong and the son must pay estate duty upon it, and on looking at section 7 of the Act it looks so. The son can surely make the widow bear this additional duty notwithstanding section 14.

It is wrong that a man should pay duty on an outgoing from the estate. Can you or any one of your readers help me? It is a gross case. A SUBSCRIBER.

Feb. 1.

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Mr. Justice Bigham will preside at the 66th annual dinner of the United Law Clerks' Society, which will take place at the King's Hall, Holborn Restaurant, on Monday, the 23rd of May.

Lieutenant-Colonel Coltman (late of the Inns of Court Volunteers) has been installed Worshipful Master of the Northern Bar Lodge of Freemasons.

## NEW ORDERS, &c.

### TRANSFER OF ACTIONS.

ORDER OF COURT.

Monday, the 31st of January, 1898.

Whereas, the Honourable Mr. Justice Gorell Barnes has at my request consented to sit and act as an additional judge of the Chancery Division from the 2nd day of February, 1898, up to the 16th day of February, 1898, both inclusive. And, whereas, it is expedient that the following causes and matters assigned to Mr. Justice North, Mr. Justice Kekewich, and Mr. Justice Romer, should for the purpose only of hearing or of trial be heard or tried before such additional judge. Now I, the Right Honourable Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain (with the consent of the President of the Probate, Divorce, and Admiralty Division), do hereby order that the several causes and matters set forth in the schedules hereto be accordingly transferred from the said Mr. Justice North, Mr. Justice Kekewich, and Mr. Justice Romer, to Mr. Justice Gorell Barnes (as such additional judge of the Chancery Division) for the purpose only of hearing or of trial, and be marked in the Cause Books accordingly. And I do also order that such of the said causes and matters as remain undisposed of at the close of such sitting be re-transferred (without further order) to the said Mr. Justice North, Mr. Justice Kekewich, and Mr. Justice Romer. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

From Mr. Justice North.

1897.

Wright v Long 1896 W 1,167 March 27
Wortham v Smellie, jun 1897 W 237 March 29
Coghlan v Cumberland 1896 C 3,518 April 1
Morgan v Attenborough 1897 M 8 April 3
Willans v Wheable 1896 W 1,443 April 6
Incandescent Gas Light Co ld v Seligman 1897 I 10 April 9
Heidemann v Smokeless Powder Co ld 1896 H 2,375 April 9
Hallett v Hallett 1897 H 71 April 10
Lascelles, Tickner, & Co ld v Burrell 1896 L 1,048 April 10
Bacon v Wheable 1897 B 42 April 15
Wilson v Wilson 1897 W 446 April 21
Twyford v Twyford 1896 T 1,715 April 26

SECOND SCHEDULE.

From Mr. Justice Kekewich.

1897.

Lubbock v Salt 1897 L 1,653 Nov 20

THIRD SCHEDULE.

From Mr. Justice Romer.

1897.

H Clark & Son v Petrocokino 1896 C 3,184 April 9
Petrocokino v H Clark 1896 P 2,648 April 9
Curtice v General Press Cutting Assoc ld 1896 C 3,266 April 10
Brown v Thorn Thorn v Brown 1897 T 262 April 10
Adams v Page 1896 A 1,341 April 14
Armstrong v Lamb 1895 A 1,481 April 14
Lee v Gordon, jun 1896 L 697 April 15
Beswick-Darley v Myers 1896 B 3,130 April 23
Farmer v R Scase & Son 1897 F 46 April 23
Davis v Ohrly 1896 D 1,301 April 27
Chambers v Page-Wood 1895 C 944 April 29
Payne v Milward 1897 P 364 April 29
Bailey v Barrington (North End Cement Syndicate ld) 1896 B 4,905 May 10
Spottiswoode v Kharsakhoma Exploration, &c, Syndicate (in liquidation) 1877 S 439 May 20

HALSBURY, C.
F. H. JEUNE, P.

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The Dublin correspondent of the *Times* says that in the Chancery Division of the Irish High Court a peculiar question arose in the matter of Agnes Sinclair Cranston, deceased, which came before the Master of the Rolls for the opinion of the court on the effect of certain bequests in the will of the deceased lady to the London and Manchester Vegetarian Societies. The trustees had been advised that the vegetarian societies were not charities in point of law, and that the gift to them was invalid. The plaintiffs desired to have the opinion of the court as to the bequests to the vegetarian societies. The Master of the Rolls held that the societies were charitable societies, and that the bequest to them was valid.

## CASES OF THE WEEK.

### Court of Appeal.

**MONTGOMERY, JONES, & CO. v. LIEBENTHAL & CO.** No. 1. 1st Feb.

PRACTICE—WRIT—SERVICE—DEFENDANT DOMICILED IN SCOTLAND—AGREEMENT THAT SERVICE AT AN ADDRESS WITHIN THE JURISDICTION SHALL BE DEEMED GOOD SERVICE—ORD. 9, R. 2; ORD. 11, R. 1 (E).

This was an appeal from the refusal of Phillimore, J., to set aside the service of a writ of summons. The plaintiffs were corn merchants carrying on business at Liverpool. The defendant was a corn merchant residing at Leith, in Scotland, and carrying on business there under a firm name. By a contract in writing made at Leith the defendant agreed to sell to the plaintiffs a cargo of 14,000 units of Northern Spring wheat at 27*s.* 6d. per 480lbs. shipped. The contract, which was in the form adopted by the London Corn Trade Association, contained the following terms—viz., that the buyer and seller agreed that, for the purpose of proceedings, either legal or by arbitration, the contract should be deemed to have been made in England and to be performed there, and any dispute which might arise under the contract should be settled according to the law of England, whatever the domicil, residence, or place of business of the parties might be or become, and that any party residing or carrying on business in Scotland or Ireland should be considered as ordinarily resident or carrying on business at the office of the London Corn Trade Association, and that service of proceedings upon such party by leaving the same at the office of the London Corn Trade Association, together with the posting of a copy of such proceedings to the address in Scotland or Ireland of such party, should be deemed good service, any rule of law or equity to the contrary notwithstanding. The contract also contained, among the conditions endorsed thereon, a clause providing that disputes should be referred to arbitration, and that an award of an arbitrator or arbitrators should be final, subject to an appeal to the Committee of Appeal of the London Corn Trade Association. A dispute having arisen between the parties in consequence of the defendant's failure to deliver a cargo in accordance with the contract, the matter was referred to arbitration, and in the result an award was made by the Committee of Appeal adjudging that the sum of £7,371 8*s.* 10d. was payable by the defendant to the plaintiffs. The plaintiffs issued the writ in this action on the 1st of January, 1898, claiming payment of the above sum. The writ, which was an ordinary writ of summons for service within the jurisdiction, was served on the 3rd of January by being delivered to the secretary of the London Corn Trade Association at the office of the association in the city of London. On the 1st of January the plaintiffs' solicitors wrote a letter to the defendant, directed to his address in Scotland, saying that they were instructed to commence proceedings, and that, in accordance with the terms of the contract, the writ would be served upon the defendant by leaving the same at the office of the London Corn Trade Association. Phillimore, J., having refused to set the service aside, the defendant appealed. It was contended on his behalf that by virtue of ord. 9, r. 2, service of a writ within the jurisdiction could only be effected either by personal service or by substituted service in accordance with an order of the court or a judge. The parties had no power by agreement between themselves to alter the rules as to service of a writ: *British Wagon Co.* v. *Gray* (44 W. R. 113; 1896, 1 Q. B. 35). Ord. 11, r. 1 (*e*) was clearly intended to prohibit anyone from bringing an action for breach of contract in the English court against a defendant domiciled or ordinarily resident in Scotland or Ireland.

THE COURT (A. L. SMITH, CHITTY, and COLLINS, L.JJ.) dismissed the appeal. The plaintiffs, in order to bring the defendant, who was a domiciled Scotchman, into court, served him with a writ in the manner in which the defendant had agreed with the plaintiffs that he should be served. The question was whether the parties could lawfully make such an agreement. The case of *Tharsis Sulphur and Copper Co.* v. *Société Industrielle et Commerciale des Metaux* (38 W. R. 78, 60 L. T. N. S. 924) was an authority shewing that such an agreement might properly be made so long as it did not involve asking the court to do something which the rules expressly prohibited the court from doing. In *British Wagon Co.* v. *Gray* the court was asked to make an order for service of a writ out of the jurisdiction in a case in which ord. 11, r. 1 (*e*), said that such an order could not be made. Here the court was not asked to make any order. The service of the writ in this case had been effected in the way in which the parties had by their agreement provided that it should be made. There was no rule prohibiting such an agreement.—COUNSEL, *McCall*, Q.C., and *Tindal Atkinson*; *Joseph Walton*, Q.C., and *L. Sanderson*. SOLICITORS, *Murray, Hutchins, & Stirling*; *Burton, Yeates, & Hart*, for *Tyrer, Kenion, Tyrer, & Simpson*, Liverpool.

[Reported by F. G. RUCKER, Barrister-at-Law.]

**HOCKEY v. WESTERN.** No. 2. 1st Feb.

MORTGAGE—EQUITABLE INTEREST—TRUSTEE—DUTY TO PAY TO MORTGAGEE—RIGHT TO REQUIRE INDEMNITY FROM MORTGAGEE—ACTION BY MORTGAGEE—LIABILITY OF TRUSTEES TO PAY COSTS—CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT. C. 41), S. 22, SUBSECTION 1.

This was an appeal from Kekewich, J., who, on the defendants' undertaking to pay into court two sum of £300 and £50, had dismissed the plaintiff's action to have those sums paid to him. The plaintiff and one Oliver Hay (deceased before action brought) were at one time members of the Southwark Freehold Land and House Property Association, established

by a deed of the 1st of March, 1882, for the purchase of land in England. The defendants were the present trustees of the association. By two mortgages dated in 1889 Hay assigned to the plaintiff, by way of mortgage to secure the sum of £600 and interest thereon, (*inter alia*) all the money paid by Hay into the association and then standing to his credit therein, and the value of his share and all other (if any) his right, title, and interest in the association, and the benefit, advantages, and emoluments arising from the same. In December, 1896, Hay died intestate. No legal personal representative was ever appointed. In January, 1897, the defendants furnished to the plaintiff a cash statement showing that the sum of £300 was due to Hay from the association, and subsequently it appeared that a further sum of £50 was due to him. By a resolution of the members of the association the defendants were authorized to pay to each member the sums due to him on the signature by him of a receipt in a certain form. The defendants alleged that they had notice that Hay's estate was being wound up by his son: that the plaintiff, notwithstanding repeated requests, had refused to produce to them for perusal the mortgage deed, and had also refused to furnish them with any account of the moneys still owing in respect of the mortgage; and that they, the defendants, were willing and had offered to the plaintiff to pay him so much of the sums owing to Hay's estate as, upon taking the accounts between mortgagor and mortgagee, might be found to be due to the plaintiff, and upon receiving from him a proper covenant of indemnity against any claims which might arise or be made upon them in respect of the said sums, or in respect of the association. The plaintiff, contending that under section 22 of the Conveyancing and Law of Property Act, 1881 (44 & 45 Vict. c. 41), the defendants were not concerned to inquire whether any money remained due under the mortgages, but were bound to pay over the mortgaged property to the plaintiff, brought an action claiming payment accordingly, and sought to make the defendants pay the costs. Kekewich, J., decided, on the authority of *Re Bell, Jeffery* v. *Sayles* (44 W. R. 99; 1896, 1 Ch. 1), that the defendants were entitled to refuse to pay the money to the plaintiff until they should be furnished with an account as between mortgagor and mortgagee. His lordship therefore, on an undertaking by the defendants to pay the money into court, dismissed the plaintiff's action. The plaintiff appealed.

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

LINDLEY, M.R., said: I do not think we need trouble you, Mr. Renshaw. This case is one of considerable importance to trustees and to mortgagees of equitable interests. But it strikes me that we should be going a great deal too far if we were to say that these trustees acted so unreasonably in declining to accede to the plaintiff's claim that they ought to be ordered to pay the costs of the proceedings instituted to enforce it. I take the law to be as it is laid down by the Court of Appeal in *Re Bell, Jeffery* v. *Sayles* (*ubi supra*). I think that that statement of the law is absolutely right; and therefore the only question of real importance which we have now to consider is this: What is the effect of section 22, sub-section 1, of the Conveyancing and Law of Property Act, 1881? That sub-section contains words which go a little farther than I quite had in my recollection. I will read it: "The receipt in writing of a mortgagee shall be a sufficient discharge for any money arising under the power of sale conferred by this Act, or for any money or securities comprised in his mortgage, or arising thereunder; and a person paying or transferring the same to the mortgagee shall not be concerned to inquire whether any money remains due under the mortgage." Well, then, speaking generally and shortly, that is now a statutory substitute for the power to give receipts which, before the Act of 1881, was commonly introduced into mortgages; and the effect of that enactment must not be cut down. I take it it is quite plain that after that sub-section was enacted trustees of funds which are in mortgage are perfectly safe in paying the funds over to a mortgagee, and are not concerned to inquire whether anything remains due on the mortgage. Certainly they are safe in doing that, if they act honestly and have no notice of anything wrong. But is it misconduct if their suspicions are aroused by the circumstances, and if they say that they are not satisfied they ought to pay to the mortgagee, even though there may be a strong probability, or even a certainty, of getting a proper discharge? It is no answer to them simply to say that they must not seek the protection of the court—must not pay the money into court under the Trustee Relief Act—but must pay to the mortgagee. If that were so it would be a revolution in the law relating to trustees. That revolution has not yet taken place. It appears to me that the plaintiff's case is gone the moment that is admitted, or decided, which Kekewich, J., did decide, and so far as I can judge very properly. He says: "I cannot see that there was any obligation on them (the trustees) to do it, and they would have been well advised that they should pay the money into court under the Trustee Act if there were any circumstances which made it reasonable for them to decline to be satisfied." I think that is an end of this case. We have not gone into the facts closely, but it appears to me that it is unnecessary to do more than state the position these gentlemen, the trustees, were in. The mortgagor was dead, and there was no legal personal representative; and the trustees knew perfectly well that some controversy was raised by those who were interested in his estate. They were therefore justified in saying that if they chose to pay to the mortgagee they should get a good discharge, but that, having regard to all the circumstances of the particular case, they did not intend to pay to the mortgagee, and preferred to have the protection of the court. The position taken up by the mortgagee, on the other hand, is that it was nothing to the trustees whether there was money due on the mortgage or not. The mortgagee, in short, claimed to stand upon his strict legal rights under the Conveyancing Act. It would be going a great deal too far to say that the trustees were bound to admit that contention. There is nothing to justify the court in holding them to be in the wrong because they did not do that. The appeal must therefore be dismissed, and dismissed with costs.

RIGBY and VAUGHAN WILLIAMS, L.JJ., delivered judgment to the same effect.—COUNSEL, *Warrington*, Q.C., and *A. Beddall*; *Renshaw*, Q.C., and *R. H. Spearman*. SOLICITORS, *R. Chapman*; *A. H. Procter*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

**MASON** *v.* **KEAYS.** No. 2. 28th Jan.

PARTITION—SALE IN LIEU OF PARTITION—PRACTICE—PARTIES—TENANT OF UNDIVIDED MOIETY JOINED AS DEFENDANT—PROPER AND NECESSARY DEFENDANTS—PARTITION ACT, 1868 (31 & 32 VICT. c. 40), s. 4.

This was an appeal from a decision of Kekewich, J., who had dismissed the plaintiffs' action for a sale, in lieu of partition, of certain leasehold land on the ground that the proper and necessary parties had not been made defendants. The plaintiffs were the owners of one undivided moiety of the land in question, and the defendants were Frederick Lovell Keays, a solicitor, and one Emile Ravett. It was alleged in the statement of claim that Keays had originally been owner of the other undivided moiety of the premises, but that he had become bankrupt; and that Ravett alleged that Keays had granted him a lease of one undivided moiety of the premises. The action was brought under the Partition Acts, 1868 and 1876, and claimed a sale of the premises, and other relief. Kekewich, J., held that the necessary parties had not been brought before him as defendants, and dismissed the action. The plaintiffs appealed. Section 4 of the Partition Act, 1868, upon which the question turned, enacts that "in a suit for partition, where, if this Act had not been passed, a decree for partition might have been made, then if the party or parties interested, individually or collectively, to the extent of one moiety or upwards in the property to which the suit relates," request a sale, "the court shall, unless it sees good reason to the contrary, direct a sale."

THE COURT (RIGBY, CHITTY, and VAUGHAN WILLIAMS, L.JJ.) allowed the appeal.

RIGBY, L.J., said: In this case an action is brought asking for the usual order for enquiries with a view to a sale instead of partition of certain land. The plaintiffs appear to be the owners of one moiety of the leasehold premises which they wish to have sold; and certainly they make a *primâ facie* case for a sale unless it can be displaced. As one of the defendants to the action they have the tenant of one undivided moiety of these leasehold premises for the unexpired term of seven years. First of all, then, is that tenant of an undivided moiety a proper defendant to a partition action? I think undoubtedly he is. Upon the allegations in the statement of claim his interest would be legally and materially affected by partition. In place of being tenant of an undivided moiety he would become by the partition a tenant of a divided moiety. Therefore I think the usual partition order should have been made without any further evidence than is supplied by the pleadings.

CHITTY and VAUGHAN WILLIAMS, L.JJ., delivered judgment to the same effect.—COUNSEL, *Warrington*, Q.C., and *G. J. Wheeler*; *H. Terrell*, Q.C., and *C. H. L. Keays*; *Cannot* and *R. O. B. Lane*. SOLICITORS, *Joseph Gibson*; *M. S. Rubinstein*; *W. B. Glasier*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

## High Court—Chancery Division.

**SOUTH HETTON COAL CO. (LIM.) *v.* HASWELL, SHOLTON, AND EASINGTON COAL AND COKE CO.** North, J. 21st Jan.

PRACTICE—REASONABLE CAUSE OF ACTION—RULES OF SUPREME COURT—ORDER XXV. R. 4—STRIKING OUT STATEMENT OF CLAIM.

These were two motions brought by two defendants to strike out the statement of claim as disclosing no reasonable cause of action. The action was brought for specific performance of an alleged contract by the defendant company (which was in liquidation) by its liquidator for the sale of the Easington and Undersea royalties. The defendant company was also lessee of the Pespool royalties. The defendants were the company, the liquidator, and Mr. Barwick, a rival purchaser. The liquidator was in negotiation both with the plaintiff company and Mr. Barwick, and proposed that sealed tenders should be sent in to be opened in the presence of the chairman and directors of the defendant company, and concluded: "And the highest net tender I receive, all other things being equal and satisfactory, I will at once accept." Mr. Barwick's tender was as follows: "I hereby offer you the sum of £31,000 for the company's interest in the Easington and Undersea royalties, and in addition I agree to indemnify you and the company against all claims and liabilities under the Pespool lease, taking an assignment of the same as from May, 1896, and repaying the £1,000 already paid by the Messrs. Lamb." The tender by the plaintiffs' agents was, "Referring to previous negotiations, we, on behalf of the South Hetton Co., offer for these royalties such a sum as will exceed by £200 the amount to-day offered for them by the other intending purchaser, coupled with a transfer of the Pespool lease, if the other offer be on that footing." The liquidator accepted Mr. Barwick's offer.

NORTH, J., said that even if the plaintiffs' tender could be said to be the "highest money tender," it did not fulfil the condition "all other things being equal and satisfactory." The tender of the plaintiffs included an offer to take an assignment of the Pespool lease, but Mr. Barwick offered an indemnity dating back eighteen months and to pay the £1,000 paid by Messrs. Lamb. Being satisfied that the plaintiff could not succeed at the hearing he would strike the claim out, although it was not frivolous or vexatious.—COUNSEL, *Vernon Smith*, Q.C.; *Michlam*; *R.*

*Younger; Swinfen Eady*, Q.C.; *Clare*. SOLICITORS, *Crossman, Prichard, Prichard, & Block; Botterell & Roche; Flux & Leadbitter*.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

**JENNINGS** *v.* **JENNINGS**. Stirling, J. 28th Jan.

PARTNERSHIP—DISSOLUTION—SALE BY ONE PARTNER OF THE ASSETS TO THE OTHER—GOODWILL—INJUNCTION TO RESTRAIN CANVASSING.

This case raised an important question as to the rights and liabilities, after a dissolution of a partnership, of the former partners; the question being whether a partner who continued to carry on the firm's business was entitled to restrain his former partner from canvassing the customers of the old firm. The partnership was entered into under articles dated the 25th of January, 1896. In February, 1897, the present defendant commenced an action against the present plaintiff in the Queen's Bench Division, claiming a rescission of the partnership and damages on the ground of misrepresentation made by the present plaintiff to the present defendant. That action came on to be tried on the 22nd of November, 1897, but was at once compromised upon the terms stated in the following certificate: "By consent, the judge directed that judgment should be entered for the plaintiff for £1,200, to include costs, on the following terms: All charges of fraud withdrawn. The plaintiff to be indemnified as to all debts of partnership, and the partnership to be dissolved, the defendant retaining the assets and allowing the plaintiff fourteen days to remove from the premises. The other action to be dropped. This in full settlement of all disputes." Subsequently, the defendant issued a circular to the old customers stating that he intended to commence business and asking for orders. Thereupon the present action was brought, and this was a motion to restrain the defendant from canvassing the customers of the former business.

STIRLING, J., said that the injunction was claimed upon the authority of *Trego* v. *Hunt* (44 W. R. 225), in which it was decided that where the goodwill of a business was sold the vendor, although he might set up a rival business, was not entitled to canvass the customers of the old business, and might be restrained from soliciting any person who was such a customer to continue to deal with the vendor, or not to deal with the purchaser. The obligation to refrain from canvassing the customers arose out of the relation of vendor and purchaser. The first inquiry, therefore, must be whether the relationship of vendor and purchaser existed between the plaintiff and defendant, and in his lordship's judgment that question must be answered in the affirmative. The judgment was one by consent upon terms agreed and stated by the certificate. The case was not one of a dissolution and sale by the court, but of a dissolution by mutual consent, one of the terms being in substance a sale by the plaintiff of all his interest in the assets of the partnership for £1,200, and indeed this was not disputed by the defendant. Next, was the defendant the vendor of the goodwill? He sold all his interest in the "assets" of the partnership. Goodwill was not expressly mentioned. It was not disputed that the word "assets" included goodwill so far as it constituted property, but it was contended that the defendant was not such a vendor as to give rise to the obligation on which the plaintiff's title to an injunction rested. The word "assets" was a compendious expression for the aggregate of the several items of property belonging to the partnership. An agreement for the sale of such assets would in most cases bear the same construction and have the same effect as if the several items of property were specifically enumerated either in the body of the agreement or in a schedule annexed to it. There were, however, two cases binding on his lordship which were said to establish that this was not always so. His lordship then referred to the cases of *Gray* v. *Smith* (38 W. R. 310) and *Pearson* v. *Pearson* (32 W. R. 1006), and said that as to the point for decision neither of those cases covered the present. *Gray* v. *Smith* did not, for it related to the use of the trade name and not to the canvassing of customers. It was, however, an authority in favour of the defendant to this extent, that it decided that a contract for the sale of "assets" generally did not always confer on a purchaser the same rights as one in which goodwill was specifically mentioned. Neither, again, did *Pearson* v. *Pearson*, for all the learned judges relied on the terms of a clause, no equivalent to which was found in the agreement with which his lordship had here to deal. It appeared, however, to be an authority in favour of the plaintiff so far as it contained expression of opinion by the majority of the Court of Appeal that, under a clause not substantially differing from the agreement now before the court, the defendant was not entitled to canvass customers: while the third member of the court (Cotton, L.J.) apparently was not of that opinion. It appearing, therefore, that in some cases a contract for sale of assets did not confer on a purchaser the same rights as if the items of which the assets consisted, and in particular the goodwill, were specifically enumerated, it became necessary to inquire in what cases this happened. On a sale of property the parties did not in general contemplate the possibility of personal liabilities on the part of either contracting party arising otherwise than out of the contract itself. If then the purchaser tried to use some part of the purchased property (such as the trade name) in such a way as to throw on the vendor a liability not directly arising from the relation of vendor and purchaser, it might well be that he should not be allowed to do so unless he could point to something in the contract which justified his act over and above the mere description of the subject-matter of the sale in general terms such as "assets," "interest," "property," and the like. On the other hand, if a vendor sought to exonerate himself from a liability which would be the ordinary consequence of a sale of property comprised in the contract, his lordship thought that he ought not to be allowed to do so unless he could point to some express stipulation in the contract for sale enabling him in that behalf. This view appeared to be consistent with both *Gray* v. *Smith* and *Pearson* v. *Pearson*. It was to be observed that the obligation enforced in *Trego* v. *Hunt* was not confined to goodwill, but extended to other kinds of property. If, for example, the assets sold by the defendant to the plaintiff had included a house which adjoined land belonging to the defendant, he could not, after the sale, build on his own land so as to obstruct the access of light to the house which he had sold. It was true that if the house commanded a sea view the defendant could not be restrained from building so as to shut out from the house the view of the sea; but the reason was that the law did not recognize any property in such a view, although it did recognize a right to the access of light to a window. As the law recognized a property in goodwill, his lordship thought that the defendant by selling it came under an obligation not to do any act which would injure it, and amongst such acts was included canvassing of the old customers. His lordship then dealt with a further contention on behalf of the defendant—viz., that the word "assets" ought not to be held to include more than would be ordered to be sold if the court were directing a sale for the purpose of winding up the partnership—but expressed no opinion upon the points to which it gave rise, and said that his present decision rested upon the following findings—viz., that the sale with which he had to deal was not a compulsory one made by the court, but was the subject of a voluntary agreement containing no express stipulation reserving to the defendant any right to carry on business. His lordship thought, therefore, that the defendant was subject to the ordinary obligations of a vendor, and that an injunction ought to be granted.—COUNSEL, *Rashleigh; Butcher*, Q.C., and *Daniel Jones*. SOLICITORS, *Rashleigh, Son, & Hall; Boyce & Son*.

[Reported by W. SCOTT THOMPSON, Barrister-at-Law.]

## Winding-up Cases.

*Re* **NEW BRITISH IRON CO. (LIM.)**, *Ex parte* **BECKWITH**. Wright, J. 27th Jan.

COMPANY—WINDING UP—CREDITORS—FEES DUE TO DIRECTORS—ARTICLES OF ASSOCIATION—FIXED REMUNERATION—COMPANIES ACT (25 & 26 VICT. c. 89), s. 38, SUB-SECTION 7.

The question which arose in this case was whether the directors of a company were entitled to rank as ordinary creditors in the winding up for unpaid fees due to them at the date of the commencement of the liquidation, or whether these fees were a debt which was postponed to those of outside creditors under section 38, sub-section 7, of the Companies Act, 1862. The articles of association of the company required directors to possess a share qualification, the question of their remuneration being dealt with in article 62, which was as follows: "The remuneration of the board shall be an annual sum of £1,000, to be paid out of funds of the company, which sum shall be divided in such manner as the board shall from to time time determine." It was argued on behalf of the directors that *Re Leicester Club and County Racecourse, Ex parte Cannon* (34 W. R. 14, 30 Ch. D. 629), was distinguishable, as in that case no remuneration was fixed, while here a distinct and fixed sum was mentioned.

WRIGHT, J., held that *Ex parte Cannon* (*supra*) was distinguishable, as the directors, having been appointed and having accepted their office on the terms of article 62, they obtained thereby a contractual right to an annual sum of £1,000 as remuneration, and that this case was within the principle of *Re Dale & Plant* (38 W. R. 409, 43 Ch. D. 255), the sum being due to them, not as members of the company, but under a separate and distinct contract; they were therefore not within section 38, sub-section 7, of the Act of 1862.—COUNSEL, *Dighton Pollock; Howard Wright*. SOLICITORS, *J. Beckwith; Freshfields & Williams*.

[Reported by C. W. MEAD, Barrister-at-Law.]

## High Court—Queen's Bench Division.

**ROGERS** *v.* **MANCHESTER PACKING CO.** Div. Court. 27th Jan.

FACTORY ACTS—DEFINITION OF FACTORY—"BLEACHING AND DYEING WORKS"—FACTORY AND WORKSHOP ACT, 1878, s. 93.

This was a case stated by the stipendiary magistrate of Manchester. The respondents were charged on an information with employing a young person in their factory after 8 p.m., contrary to the provisions of the Factory Acts. The magistrate held the respondents' premises were not a "factory" within the definition in section 93 of the Factory and Workshop Act, 1878, and on that ground dismissed the information subject to this case. Section 93 provides that the expression "factory" includes both textile and non-textile factories, but that bleaching and dyeing works shall not be deemed to be textile factories. The expression "non-textile factory" means: (1) any works, warehouses, . . . or places named in part 1 of the fourth schedule to this Act. The fourth schedule, part 1, is as follows: "Bleaching or dyeing works—that is to say, any premises in which the processes of bleaching, beetling, dyeing, calendaring, furnishing, hooking, lapping, and making up, and packing any yarn or cloth of any material, or the dressing or finishing of lace, or any one or more of such processes, or any process incidental thereto, are or is carried out." The facts as to the respondents' premises were as follows: The respondents carried on at their premises the business of makers up and packers, which consisted exclusively of the hooking, lapping, making up, and packing of cloth for exportation. In the course of their business the respondents received cloth from their employers, the shipping merchants, in the finished condition in which it was received from the manufacturers. The respondents measured and cut the cloth into lengths, and the lengths

were folded by them in different ways according to their instructions. After binding or stitching the ends of the folds together in order to keep them straight the cloth was made up into parcels and labels descriptive of the contents were affixed thereon. All these processes were essential processes in the respondents' business and were properly called "hooking, lapping, making up, and packing"; but none of the processes were carried on by the respondents as incidental to bleaching or dyeing. All the processes enumerated in schedule 4, part 1, of the Act of 1878, are frequently carried on together in works which are commonly called bleaching and dyeing works; but some of the processes, and in particular "hooking, lapping, making up, and packing," are also carried on as separate trades by different employers. One or more of these processes is or are carried on in all bleach and dye works.

THE COURT (DAY and LAWRANCE, JJ.) allowed the appeal, being of opinion that although the respondents' premises were not bleaching and dyeing works in the ordinary sense of the words, the premises were within the definition given in the section and were therefore a "factory" within the meaning of the Act.—COUNSEL, *The Attorney-General* and *H. Sutton*; *Lazarus*; *Langdon*. SOLICITORS, *Solicitor to the Treasury*; *Pritchard, Englefield, & Co.*, for *Hill & Doughty*, Manchester.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

**REG. v. TAYLOR AND OTHERS, JUSTICES. *Ex parte* VOGWILL.**
Div. Court. 25th Jan.

JUSTICES—DISQUALIFICATION—BIAS.

In this case a rule *nisi* had been obtained for a *certiorari* to quash a licence granted by two of the licensing justices for the Eastington Ward of the county of Durham, on the ground that one of the said justices was biassed. The facts of the case are shortly as follows: Charles Hunting, a justice of the peace for the county of Durham, signed a petition in favour of granting a grocer's licence to a Mrs. Laidler, of South Hatton, Durham, in which place he lived. At the licensing sessions held at Castle Eden on the 25th of September, 1897, Charles Hunting and another justice constituted the court. At this sessions application was made for Mrs. Laidler's grocer's licence, and the petition signed by the said C. Hunting in favour of the licence was put in and received by the bench, and the licence was granted. There was no other licensing business transacted at this sessions. From the affidavit subsequently sworn to by the said C. Hunting it appeared that he only attended the licensing meeting, which was not in his usual division, because the clerk to the justices applied to him to do so in order to make up the number required for the bench. He further stated that he signed the petition for special reasons and because he thought it was desirable that the licence should be granted, but that he had no interest in the matter. He stated that when he signed the petition he had no idea he would be on the bench when the application was made, and that he had no bias in the matter and would have decided in the same way on the application being made even if he had not signed the petition. In showing cause against the rule it was now contended that the fact that one of the justices had signed a petition in favour of the licence did not affect his conduct on the bench, and that the application was heard on its merits; and further, that, according to *Boulter* v. *Justices of Kent* (66 L. J. Q. B. 787), licensing justices are not a court at all (see judgment of Halsbury, L.C.). In support of the rule it was contended that licensing justices must use their discretion judicially: *Allinson* v. *General Medical Council* (42 W. R. 289; 1894, 1 Q. B. 750). By signing the petition the magistrate had made himself a partizan in the matter before acting as a judge, and therefore there was reasonable ground to suspect him of bias.

THE COURT (DAY and LAWRANCE, JJ.) discharged the rule.

DAY, J., in delivering judgment, said that looking at the facts of the case, no reasonable person could suspect that the magistrate in question was influenced by bias. There was no reasonable ground for suspicion. He lived in a neighbourhood where there was sometimes a difficulty in forming a quorum on the bench, and on this particular occasion he had been requested to assist in doing so. He did not know the particular application was to be made then. He thought the applicant was a proper person to have a licence, and he considered it was wanted in the interests of the neighbourhood. No one could say there was a reasonable suspicion of bias on his part, and the rule would be discharged.

LAWRANCE, J., concurred. Rule discharged.—COUNSEL, *Danckwerts*; *S. G. Lushington*. SOLICITORS, *J. E. & H. Scott*, for *William Bell*, Sunderland; *Hyman Isaacs*, for *Isidore Isaacs*, Sunderland.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

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At Milwaukee, Wisconsin, says the *Albany Law Journal*, Robert Wagner was recently on trial, in the Criminal Court, charged with setting fire to his warehouse. When the State closed its testimony, the conviction of the defendant appeared certain, but by the testimony introduced by the defence an alibi was established to the entire satisfaction of the court. The defendant's two daughters did it by means of his snore. Both testified that they knew their father was at home all night of July 3, on which it was charged he fired the warehouse. They were certain of this fact, because when asleep he had a peculiar snore which was different from any musical production of that kind rendered by anyone else. They had heard him snoring before they went to sleep, and therefore knew he was in the house at the time, and not at the factory. If he had gone out during the night, they said, he would have had to pass their door, and they would have heard him. So convincing were their statements that when the defence ceased Judge Wallber said to the attorneys there was no use arguing the case, as it was his duty to direct the jury to bring in a verdict of not guilty.

# LAW SOCIETIES.

## INCORPORATED LAW SOCIETY.

SPECIAL GENERAL MEETING.

A special general meeting of the Incorporated Law Society was held at the society's hall, Chancery-lane, on Friday, the 28th ult., the vice-president, Mr. C. B. MARGETTS (Huntingdon), in the absence of the president, Mr. Wm. Godden (London), who was unable to be present from illness, taking the chair.

The VICE-PRESIDENT, in opening the proceedings, expressed his regret at the absence of the president owing to illness.

THE LAND TRANSFER ACT.

Mr. ARTHUR MIDDLETON (president of the Leeds Law Society) had given notice of the following motion: "That, having regard to the action of the Council of the society during the passage of the Land Transfer Bill through the House of Commons last year, in not only withdrawing opposition to, but approving such Bill, and taking into consideration the unmistakable position assumed and action taken subsequently by the Yorkshire law societies, this meeting regrets that the Council, before sending in their reply to the circular letter of the county council deprecating the first trial of the Act in London, did not first consult with and consider the wishes of the provincial members through their provincial law societies." Before moving it he asked the vice-president to request the secretary to read the list of provincial societies and the resolutions they had sent in supporting his motion.

The VICE-PRESIDENT said that a number of societies had forwarded resolutions in support of the motion. They were as follows: Bradford Incorporated Law Society, Derby Law Society, Dewsbury Incorporated Law Society, Goole and District Incorporated Law Society, Halifax Incorporated Law Society, Huddersfield Incorporated Law Society, Hull Incorporated Law Society, Leeds Incorporated Law Society, Sheffield District Incorporated Law Society, South Durham and North Yorks Law Society, Sunderland Incorporated Law Society, and Wakefield Incorporated Law Society. If the resolution passed by each society was to be read it would occupy a great deal of time.

Mr. G. G. FISHER (Huddersfield) suggested that the mover of the resolution should refer to those parts of the resolutions which he considered applicable to the resolution.

The VICE-PRESIDENT said the sense of the resolutions was much to the same effect in each case.

Mr. MIDDLETON said he did not wish that the whole of the resolutions should be read, but the law societies mentioned had sent communications to the Council supporting the motion, he understood.

The VICE-PRESIDENT: That is so. In substance they did so. All the societies whose names I have just read out support Mr. Middleton's resolution.

Mr. GREGORY (Liverpool): That is not so on the part of Liverpool. We did not pass any resolution supporting Mr. Middleton's motion.

Mr. MIDDLETON then moved his resolution. In speaking to it he said that the society represented the profession of the United Kingdom. It was not the Incorporated Law Society of London, and he contended that with regard to subject-matters of importance which came before the Council the members ought to be consulted on every occasion. He did not think that the provinces would ever for one moment raise an objection to the power, influence, and position of the society being used for the benefit of the London profession on proper occasions. The influence of the society was no doubt very great, and there were many occasions where that power could be used for the benefit of the London profession without in the least manner reflecting upon, or damaging the interests of, the profession in the provinces. But his motion related to a matter which affected the interests of the provinces as much as those of London, and therefore he was present to-day. It would be necessary for him to refer to the events of the immediate past. His resolution embodied two things—the question of principle, and the question of policy. It was a question of principle as regarded the Council of the society, and it was a question of policy with regard to the subject-matter. The question of principle was simple. In the early part of March, 1897, the provinces suddenly became apprised of the fact that the Council had acted without taking them into consultation, thus reversing the policy of the past. They had abandoned their former policy with regard to the Land Transfer Bill without giving the provinces reasonable intimation of the fact, and before the provinces had had the least opportunity of informing themselves of the fact. The Associated Provincial Law Societies met in London in March, and were asked on that occasion to pass a resolution to the effect "That the country law societies continue their opposition to the compulsory clauses of the Bill." To that resolution the following amendment was moved: "That the clauses of the Land Transfer Bill imposing compulsory registration be opposed unless the following modifications can be obtained: (1) A definite restriction in the Bill itself of the area within which compulsion may be applied: (2) The (*a*) initiative, or (*b*) consent of county councils as a condition of the application of compulsory registration: (3) The lapse of a definite experimental period before the area in which compulsion may have been applied is extended: (4) A restriction of the power of practising in the Land Registry for reward to solicitors." After a discussion the resolution was withdrawn and the amendment was carried, and was then adopted as a substantive motion. The Yorkshire solicitors had not complained very strongly with regard to the matter. This was the first time he had formally uttered a remonstrance. In Yorkshire they had come to the conclusion that their county should not be the first upon which the experiment should be tried, and they had expressed that opinion in plain and emphatic terms. They

had expressed it not only to the Council but in their own county and in the lobby of the House of Commons and in the House of Commons itself. The action of the Council was in fact responsible for the statement made in the House of Commons that the Bill would receive the support of the profession. That statement had not been made in the House twenty-four hours when the Yorkshire society took care absolutely to contradict it. That objection was emphasized to-day by the fact that the Council, curiously enough, were now opposing the Act. The Yorkshire society opposed the Bill and they were left to their own devices by the action of the Council and they concluded it was proper that they should express their opinion. Those opinions were that there was in existence a Land Transfer Act; there was a Council in London which did not oppose the Bill; further than that, behind the backs of the provincial law societies the Council went a step further and actually supported the Bill. The record of that support appeared in the Annual Report of 1897. Therefore the Council not only withdrew their opposition but actually supported the measure. With that information before them the Yorkshire society laid their views before the Council to the effect that Yorkshire did not want the Act and was not going to have it, that there was a Land Transfer Act which was being administered in London, and if they could make anything of it they were quite at liberty to make their first trial in the South of England. The area was fixed by the Bill, and it was nothing but a fair suggestion that there should be no attempt to bring the Bill into operation against the wish of the lay element, and that the country solicitors should not subject London to that against which they objected to be placed under themselves. It was accordingly left to each county to say what it chose upon the subject. In November last the London County Council took a very important and prudent course of action. They adopted the policy that the laity should be appealed to as to whether they wanted the Act or not. The county council sent out a circular letter to a number of institutions, amongst them being, unfortunately as he now thought, the Council of the Law Society. The Law Society's Council took that letter into consideration, without, he believed, so much as communicating to the provinces the fact that they had ever received it. There was scarcely a law society which would not have given explicit instructions and spoken its mind about it. The Council considered the matter and appointed a special sub-committee and sent in their reply. The Council discounted by their action the very force of the opposition against the Bill which the Yorkshire law societies had been making. In Yorkshire they had always said that, although they were themselves very ignorant with regard to land transfer, yet the laity were still more ignorant. There was not on the West Riding County Council six men who understood the question, but it was of importance that the persons interested should understand it in course of time, and in the county of York they were making an endeavour to educate them. He suggested that the Council could have left the matter quite well to the county council without interfering in it.

Mr. CHARLES FORD, L.C.C. (London): Hear, hear. A very good suggestion.

Mr. MIDDLETON said the reply to the county council's circular was of such a character that he doubted very greatly indeed whether there was anyone who would venture to say it was not made in the interest of London and London alone, and whether it would not injure some one or more of the provinces. That was shortly his case. He asserted that the Council had absolutely set aside the interests of the provinces in favour of the interests of London. They had sacrificed every county in England except London. With regard to the question of policy. If the lay element had been let alone it would have spoken as it had spoken for itself. The laity were 100 per cent. stronger without the assistance of the Council. The Council had discounted the value of the position of the laity, and what was the probable result? That the friends of the measure, whoever they might be—he had not found them yet outside the Land Registry Office and the Government itself—whoever these friends might be, and wherever they might be, would have it put into their mouths that this powerful association had been working in London to frustrate the operation of the Bill by preventing its trial here, and that they had been using their machinery for this purpose. He was not saying that this was the fact, but it had been put into the mouths of their foes, and he challenged the Council to deny it. The true policy was to have let the question alone and to have left the lay element to deal with it. It was quite common for solicitors' clients when they had got an awkward Act of Parliament, and it turned out disadvantageous, to say that it was the legal element in Parliament which had brought it about. They had endeavoured to make it perfectly clear in Yorkshire that it was not the legal element in this case. He was here simply to stand up for the members of the society in the provinces. They were small individually, but he claimed that he represented upwards of 600 solicitors who were the members of the Yorkshire societies, and there were probably an equal number in the Lancashire societies. These solicitors had spoken to the Council in the resolutions which had been referred to in unmistakable terms, and if they had had the opportunity they would have spoken on equally strong terms before the Council addressed their reply to the county council's circular letter. As a matter of fact resolutions had been passed and had only not been sent because it had been found that the reply of the Council had been forwarded to the county council weeks previously. But resolutions of the whole of the Yorkshire law societies were upon the minute books protesting against the action of the Council. The minds of the Yorkshire societies were perfectly clear, and it would be very difficult to argue their opinions away. He would admit candidly that he had had considerable difficulty in preventing the members of those societies from discontinuing membership with the parent society. He looked upon it as a matter grievous to the interests of the profession that there should be any disruption between the provincial societies and London. When he had asked Yorkshire solicitors to become members of the parent society he was very commonly met with the question "What do they do for us?" He had tried to make a statement in reply. It was impossible for him to give in detail the services rendered by the parent society, and naturally the solicitor had to rely upon the bald statement that the Council were of very great use to the profession of the whole of the country. That went without saying. It was admitted everywhere. But what was he to say in future? The action of the Council in this case had been adverse to the interests of the provincial members of the society, and adverse in a manner which was not to be hidden under a bushel at all. The conduct of the Council had been bruited about in the broad light of day. The act was one which the Council could not accomplish in any secrecy. It was known throughout all England, and the result would be that there would be increased difficulty on the part of country members in obtaining fresh members.

The VICE-PRESIDENT reminded Mr. Middleton that the fifteen minutes which, under the regulations, was allotted to the mover of a resolution had expired. Mr. Middleton was a little wandering from the subject.

Mr. W. MELMOTH WALTERS (London) suggested that Mr. Middleton should be allowed to proceed until he had finished his remarks.

Mr. MIDDLETON, asked what would be the case if the provincial members said: "What is the use of subscribing to the parent society? We can keep our 600 guineas a year in our pockets and can take our own course." He did not think it would be so, and would be sorry if it were. At the same time it must be admitted that there was something due to the provinces, and this was one of the most important questions. He could not sit down without paying a tribute to that which he knew to exist, and had represented in Yorkshire again and again—namely, that the members had no conception of the amount of time and the intelligence and ability devoted by the Council to the benefit of the profession at large. These were all reasons why it was a very great pity indeed that on the present occasion the Council had done much to injure this valuable representation, as the societies feared in Yorkshire.

Mr. J. S. YOULL (honorary treasurer of the Newcastle-on-Tyne Incorporated Law Society) seconded the motion. He expressed his appreciation of the work done by the Council in the interests not only of the profession but of the country generally. But he asserted, in connection with the acknowledgment, that they had had very material assistance from the members of the provincial law societies hitherto, and they had more than once acknowledged that assistance. They had had on the Council members of the Newcastle society like John Clayton, whose name was yet revered, and other members of the society had rendered the Council valuable assistance. On their account and on behalf of his society he regretted that he had to complain of the conduct of the Council in this matter. So far as he knew, from the reply of the Council to the county council, on the 24th of November they received a request to give their opinion, and their reply was not sent in until the 21st of December. The Council had, therefore, nearly four weeks within which they might have taken the provincial societies into their counsel, and the provincial solicitors thought they ought to have done so. He feared the action of the Council would have the result of to some extent disassociating the interest of the provincial societies from the parent society. He would exceedingly regret it, but he was here only to express the effect of a meeting of the standing committee of the Newcastle society. He had been asked by the Newcastle society to attend the meeting and support the resolution. He hoped, in the interests of the profession, that the motion might be toned down or smoothed over, and that they in the provinces would, as hitherto, unite in protecting the interests not only of the profession but of the public.

Mr. SYDNEY GEDGE, M.P. (London), deprecated the application of the Land Transfer Act to this part of England. He thought their answer to the question put to them in the resolution must depend to a great extent upon the view they took of the Act. If that Act was a blessing, and if the Council considered it an unmitigated blessing, then the provincial societies might justly claim that the Council, which was supposed to represent the whole of the country, should not have taken any part in acquiring that blessing for the benefit, not of one, but of all parts of the country. But if, as nearly all the members of the profession considered, so far from its being a blessing the Act was a curse to their clients, they should do their best to prevent its being put into operation. It was a curse, not perhaps to the present generation of solicitors, for he supposed old men like himself, with only a few years more of work, would probably make a great deal out of the Act and out of their clients than if it did not exist. But they should look to those who were to follow, and he said it was a curse to the profession, because it was taking away necessary business which had to be done by them and handing it over to a body of officials appointed by the State and nominated by the Lord Chancellor. When the matter was under discussion he had said that he saw no reason why the Act should be tried on a large county, but rather that the experiment should be carried out on a small county. He considered the Act a curse, and that being the case he did not think they ought to blame the parent society for refraining from asking for its being applied to London and for objecting without consulting the provincial law societies; because if it was not applied to London the Lord Chancellor must look elsewhere. Then the provincial law societies where the Act was proposed to be put in force would have the same opportunity of bringing their reasons against it to bear upon the county councils of their own districts, and the parent society would do all in their power to help them, so that each county in its turn may pass a resolution objecting to the application of the Act to it, and so, one by one, every county would object, and the Lord Chancellor would see that when he endeavoured to force upon the landowners and the profession what they could have had voluntarily years ago, the Act was inoperative. The resolution said: "Having regard to the action of the Council of the society during the

passage of the Land Transfer Bill through the House of Commons last year." He was speaking to those who elected the Council, and he said without fear of contradiction that the body to which they owed the passing of the Bill into law was the Council of the Law Society. He, with the aid of Mr. Helder and others, had done his best at the fag end of the session to prevent the Bill from passing. But at every stage he had been met by the Government and by others with the statement: "Why, your own Council, the Council of the Law Society, have approved it!" That had tied his hands and shut his mouth. How could he, one solicitor, stand and say the Bill was bad in its operation when he was informed both by the public and official and private members in the lobby that the Council were in favour of it? It was the action of the Council in supporting the Bill which had enabled it to be passed. A very little help, and the absence of that support, would have enabled those opposed to it to throw out the Bill. If a resolution of censure of the Council for their action had been brought before the society he should have supported it, because he thought it a great deal too bad of the Council to desert them as they did. What reason did the Council give? It was simply a policy of cowardice, and that if they did not allow the Bill to pass something worse would be carried. Not a bit of it. If it was a Reform Bill, or a Deceased Wife's Sister Bill, the position of solicitors would be different; but in a Bill of this kind, which clients did not understand, and for which there was no public cry, it was a different matter. It must be remembered, too, that a man could register if he chose. In the case of a Bill of this kind, for which there was no public cry, if they had all set to work to influence their representatives in Parliament it might have been thrown out. He could not support the motion.

Mr. JOSEPH ADDISON (London) said he did not think that any member of the Council, nor did he think that any London solicitor, could have the slightest objection to the terms in which Mr. Middleton had moved the resolution. He personally was very glad, and he thought they all were, that the subject, if this was the feeling of the country members, had been brought before the meeting. Because it would be a most unfortunate thing if their friends in the country believed that they in London had asserted their interests before those of country solicitors, and that they had taken the course of action which they had thought desirable with the intention or with the possible result of sacrificing them. That, he was sure, was an idea which never would occur either to the Council, which, as Mr. Middleton truly said, represented the whole profession, nor would it be desired by solicitors practising in London or Middlesex that anything of the kind should take place. And he must confess that whatever might be thought, and opinions like that of Mr. Gedge might very well differ as to the course which the Council took with regard to the Land Transfer Bill, he should not have thought that two opinions could have existed as to the propriety of the Council, upon being asked by the constituted authority which by the Act was appointed to determine whether or not the Act should be brought into compulsory operation in a particular area, that the Council should have unhesitatingly expressed its opinion. The Council's opinion had from first to last been always against compulsory registration. When the Bill was brought forward by the Lord Chancellor in the beginning of last session the question was considered whether, after the increasing efforts on the part of the supporters of the measure to bring it forward, it was or was not desirable that, the Lord Chancellor having limited the area in which the Bill should be applied, and also allowing the local authority the veto whether or not the Bill should be applied, the question was seriously considered by the Council whether or not it was desirable to consent to the passing of the Bill. Mr. Middleton, he was sure, absolutely spoke what was within his knowledge; but this was not done in any hurry. The members of the Land Transfer Committee, all of them men of the greatest experience and who had maintained this fight for years, had considered this very carefully. The Council, consisting both of London and country members, considered it. The Council communicated with all the provincial law societies. He believed that the draft Bill was sent out to each provincial law society. A meeting of the provincial societies was held in London, and the result of the resolutions passed then was to this effect: That the clauses of the Land Transfer Bill imposing compulsory registration be opposed unless the following modifications be obtained: a definite restriction in the Bill itself of the area within which compulsion may be applied; the initiative or consent of county councils as a condition of the application of compulsory registration; the lapse of a definite experimental period before the area in which compulsion may have been applied is extended; the restriction of the power of practising in the land registry for reward to solicitors. Each and all of these conditions had been strictly and accurately complied with a definite area, and a definite area only, could be selected. No other area could be selected for three years. The county council had the absolute right of veto. Of course there were dissentients amongst the Council as to the policy of keeping up resistance. There was a very large majority in favour of meeting the proposition so made. That majority did not arrive at the conclusion it did without taking counsel with Members of Parliament who represented the legal interests. The meetings were attended by those members, and they expressed to the Council that they might possibly succeed in throwing out the Bill that session, but that there was a very large preponderance of opinion in favour of it in the House. It was supported by the Opposition because they all knew what Sir William Harcourt had said about it, and they all knew that his Government had pledged itself to support it. They all knew that the present Government were pledged, and they further knew that a Bill applying compulsion to the whole of England passed the House of Lords in 1896, and that they could not get any opposition to the passing of that Bill in the House of Lords. It was in the face of those difficulties and in the belief that they could succeed in taking the question away from the arena in which it seemed likely to be prejudged against them to the arena of the county which could be affected by local influences, and which would deal with the question probably according to the views expressed by its constituents they acted, and the council thought they were doing an advisable thing. He quite believed that opinions might differ as to that, and as a Yorkshireman he sympathized with the action of Mr. Middleton and others who came up to town and fought most vigorously. The Council did feel very strongly that in the course they had taken there was no kind of desire to injure their country friends or any kind of desire that London should gain an advantage. The Council would repudiate anything of the kind. Their hope was that this would be offered about from constituency to constituency, and that it would be rejected by all. He could promise Mr. Middleton that if there was anything the Council could do in helping to prevent compulsory registration in Yorkshire they would do it and give him every assistance. He moved as an amendment: "That in the opinion of the meeting the Council acted rightly in responding to the request of the London County Council that they should express their opinion upon the proposed application of the compulsory clauses of the Land Transfer Act, 1897, to the county of London."

A MEMBER said it seemed to him that the amendment was entirely unnecessary.

The VICE-PRESIDENT: I rule that it is in order.

Mr. C. H. MORTON (Liverpool) seconded the amendment. He observed that he was one of the secretaries of the Associated Provincial Law Societies. It was right that he should say that on this particular question the associated societies had not been consulted, and he did not know their mind. He was also one of the past presidents of the Liverpool Law Society, but he did not represent that body on this occasion. He was here as a member of the society, and as such only expressed his opinion. He had a very definite opinion upon the subject-matter brought forward by Mr. Middleton. He could not see how the Council could possibly have done otherwise than had been the case. He knew it was very difficult to be fair and logical when one's personal interests were in danger. With a full knowledge of the possibility that the reply of the Council might have assisted in confining the application of the Act to London, and with a full knowledge that, having regard to the pledge the Attorney-General gave to Yorkshire, in could not in decency be applied there, and that the next county which would probably be selected would be the county of Lancashire, in which he practised, he still thought that the Council could have done nothing more than they had done. It must be remembered that the Council represented the metropolis, who numbered nearly one-half the members of the society, and that the country members joined it knowing that London had no law society proper and peculiar to its own district, and that it represented London *par excellence*, and they did it with their eyes open and knowing at the time that the interests of the metropolis might conflict with the interests of the provinces. He had heard charges made in that hall that the Council never did anything the members wanted, and he ventured to think that if they had not replied to the county council's letter that charge would have been reasonable. It was impossible to say, when matters came forward which conflicted with different districts, that the Council must do nothing. There was seldom a case where some small section was not injured by some change of the law, and were the Council to be always passive in such cases, and who was to put the test whether or not it affected the provinces or town sufficiently to say whether the Council should take action. The broad question underlying Mr. Middleton's resolution was that the Council could never take any step which was likely to affect the provinces without the approval of the provincial law societies. Therefore, on this particular question of principle, he could not vote with Mr. Middleton.

Mr. FORD, as a member of the London County Council, had no doubt that the county council would decide to decline to shut out the operation of the Act from the county of London. But he also had no doubt that it would be limited to some part of the county to begin with. He was very much surprised at the amendment. He could not see that it was germane to the question. It seemed to him an attempt to get rid of the real issue, which was whether or not the Council had exercised a wise discretion. Mr. Gedge had called the Bill a curse. This was not a very complimentary epithet when one remembered that the measure had received the support of the Council.

A MEMBER: No; of members of the Council.

Mr. FORD said he was very often in disagreement with the Council; but if ever the Council showed wisdom they showed it when they wished to pass the Bill. There were on the records of the London County Council the views of two most distinguished members of the profession. Mr. Lake was in favour of the area being made to affect so much of the county as lay within the geographical district of Middlesex. Against that there was the view of Mr. Rubinstein, who did not think the Act ought to be introduced at all. He wished to call the attention of the meeting to a most important letter which had been received from the Privy Council on the 18th of January. It stated that the first area, comprising one-fourth or less of the county, would be selected with a view to the utilization of the existing offices in Lincoln's-inn-fields as a land registry, and that was a reasonable solution of the matter. But there was on the agenda a matter relating to the Law Club, and he could tell Mr. Middleton that the members of the Law Club would determine his motion, and that if he (Mr. Middleton) had only known as much as he did of their power he would not have taken the trouble to come up from Yorkshire. He could not help thinking it would be beneficial to the Council if the resolution were passed. It would touch them up, and they would be a little more active in the future. He hoped the meeting would not adopt the ridiculous amendment.

Mr. J. S. RUBINSTEIN (London) said he was heartily in accord with a great deal that Mr. Middleton had said as to the early history of the matter.

He was bound to say, as a solicitor not exactly in the confidence of the Council, that he was somewhat amazed when he discovered they were parties to the compromise. At the same time there were reasons, perhaps, which the members were not aware of which might have induced the Council to take up the matter. As far as the Council's reply to the county council was concerned he thought they were fully justified. The London County Council appointed a sub-committee to consider the matter, and this sub-committee thought it desirable before coming to a conclusion to send circular letters of enquiry to some of the leading representative bodies to ask what they thought of the measure as applicable to London, not as to the country. They sent it to some of the best known societies and institutions, the City Corporation, vestries, railway societies, Law Society, Institute of Banking, Surveyors' Institute, Auctioneers' Institute, School Board, and others. When the Council of the society received that letter he apprehended that it was their duty to consider it as a London body as it applied to London. They were asked for an opinion upon that question. They were not asked to go round the country and ask what they in the country thought of it. They did perfectly right in coming to a conclusion. But Mr. Middleton seemed to have had a wholly exaggerated view of the influence of their reply. He did not think for a moment that the reply of the solicitors influenced one of the bodies that sent in their replies. They sent them in quite independently. He had before him a list of the replies sent in. There were twelve vestries and district bodies in favour. Mr. Lake also appeared on that side, making the unfortunate number thirteen. On the other side there were twenty-one vestries and local bodies far more important.

Mr. FORD: No, no.

Mr. RUBINSTEIN: I have the list.

Mr. FORD: So have I.

Mr. RUBINSTEIN said that there were in addition eight railway companies, including the Great Western and the London and North-Western. There were also six other institutions—the Auctioneers' Institute, the Ecclesiastical Commissioners, the Building Societies' Association, the Institute of Bankers, the Incorporated Law Society, and Lord Portman. In addition, the matter seems to have created some interest and excitement outside, and other bodies, of their own initiative, had sent in replies. Some of these were the Birkbeck Land Society, the Freehold Land Society, the British Land Society, and the Property and Estates Co. Mr. Ford had told the meeting that his (Mr. Rubinstein's) name appeared on the county council's records. He had interested himself in sending up some material to the county council on which they might form a judgment. He was very much surprised to hear Mr. Ford suggest that the county council would adopt the Act. If they did so, it would be against all the reasoning that could be brought forward; because, of all the thirteen who supported the Act, only two had given reasons. One reason given by one of the bodies was to the effect that, having regard to the vast number of properties that would be affected, and their immense value, they were in favour of its application to London—the very reason given by a great number of others against it. There were two pages of reasons given as to why the Act should not be adopted. If the Council of the society had omitted to let the county council know that they were not in favour of the application of the Act to London, that would call for a vote of censure, because improper use had been made of the argument that the Law Society were in favour of the Act. He had seen inspired articles in some of the leading journals, written obviously in Lincoln's-inn-fields, putting that forward. He did not altogether fancy the amendment. It seemed to him a very milk-and-water affair, and, as an independent member, if the amendment should be withdrawn, he would like to move: "That, having regard to the vast number of properties that would be affected, and the immense value, complexity, and importance of the interests involved, this meeting considers that the Council was fully justified in replying to the London County Council, and in expressing the view that the county of London was not a suitable county for trying the experiment of compulsory registration."

Mr. H. HUGHES (Sheffield) said that during the debate there had appeared some amount of feeling which might exist as between London and the provinces in the matter. Mr. Addison's remarks were not quite apposite to the subject. Their objection to the attitude of the Council with reference to the measure was that it enabled their opponents to say that the profession supported it. That was why provincial solicitors had continued their opposition, and why he had come up to London to-day. Here they had, as a recognized fact, the Council of the Incorporated Law Society withdrawing all opposition to the Bill; nay, more, saying that as amended they were in favour of it. That state of things having existed, he did not think the Council would be much indebted to Mr. Gedge for saying that the Council were opposing the Act in the hope that it would be taken round from place to place and finally abandoned. That would be an attitude that the council would hardly thank anyone for putting them in, because it would be saying that they had changed their minds since last year and intended to oppose it in every district. That the Council had changed their minds he did not believe. The Council they fondly hoped was the mouthpiece of the whole profession. It had been asked by the London County Council to state its views with reference to the adoption of the Act in the administrative county of London. Before taking the step of opposing it, they should have applied to the provincial solicitors, not for dictation or control, but that the provincial solicitors might have an opportunity of stating their views before any irrevocable step should be taken. What he objected to was what had been said by Mr. Rubinstein, when he stated that it was the duty of the Council, as the London body, to oppose the existence of the Act in the administrative district.

Mr. RUBINSTEIN: I said their opinion was asked as a London body.

Mr. FORD: No, no. We asked the Incorporated Law Society as representing the whole of the country.

Mr. B. G. LAKE (London): Read your own circular.

Mr. HUGHES said it was stated by Mr. Rubinstein that the Council as a London body should do this, that, or the other. His point was that there was no question of a London body at all, but it was the representative of the United Kingdom, and that as such it was its duty to consult its constituents in matters of great importance. That was the point at issue, and why country solicitors had come up to-day. There was a feeling, and a very strong one, which, if the Council were wise, they would not act again, whatever they had done in answering the county Council's letter, without previously consulting the provinces. He hoped someone in authority would tell the country solicitors that should such an occasion occur again, they would consult their constituents in the provinces, and let them have an opportunity of expressing their opinion. He did not suppose the motion would be carried, but if the Council wished to allay any feeling of discontent in the provinces they must consult the country solicitors on important points of this description.

Mr. C. T. SAUNDERS (Birmingham) said he was the oldest country member of the Council present. He had always been jealous in the extreme of the country interests. No one in the meeting could say he had not. On this occasion he was bound not to give a silent vote, but to say that he thought the Council were justified in the course they had taken. And for this reason, that silence on their part would have been disastrous. It was impossible for the Council to have supposed that the country members would object to the course they had taken when the question was one entirely affecting London alone. He quite admitted that if there had been a body of London solicitors outside their society to whom the county council could have appealed, that then, inasmuch as the society was the representative of the town and country alike, it would have been well for the Council to have acted otherwise. But there was no such body, as was well known, and the only organ of the London branch of the profession was the parent society. Was the London element to be entirely silent on the question when that question was as to the application of the Act to its centre? He thought not, any more than that London should have asked that Yorkshire should have been silent if it was proposed to extend the Act to Yorkshire. They were greatly indebted to Yorkshire for the efforts they had made in the last stages of the Bill to ameliorate it; and the efforts made were successful in ameliorating the Bill, and even more than ameliorating it by compromise on the part of the Council. But Yorkshire should remember that it was a party to that great meeting of the societies where the terms of the compromise were distinctly approved of by those societies, and those terms were carried out faithfully by the Council. The Council gave way at the last moment, not because they approved of the Bill. The Council detested it, and considered it a curse, and believed it would be so; but, nevertheless, in the exercise of that judgment which they were bound to exercise, and on the authority of men in the House of Commons of the highest position and in whom the Council had the highest confidence, they were bound to consider that this struggle had been going on for years and the strain had become impossible. And the Council concluded, in the exercise of that judgment, that this was a time in which a compromise most favourable to the profession and the public could be obtained, and that compromise was obtained. But they did not surrender their right to contest the application of the Act when it came before any centre. And wherever the Act was sought to be imposed, whether in town or country, he hoped that the profession, in the interests of their clients, would be ready to oppose it That influence was as great as in the days of Brougham, when he said that no Registration Bill could be passed if the country solicitors were opposed to it. If the Council had not agreed to the compromise the Bill would have been stopped, but the Council would have for ever alienated the good feeling of the Lord Chancellor. The Upper House and the Lower House on both sides were in favour of the Bill, and the Council could not hope to stop it for ever, and they thought a convenient opportunity had arrived to have the Bill tried on the terms most favourable to the profession and the public, and were not to blame in so doing. He trusted that in the interests of the town and of the country no vote would be taken to-day. He should be sorry to see a vote either way. He hoped the speakers would be satisfied with having aired their grievances. Let there be no division between the town and the country.

Mr. J. W. BUDD (London) said the question was addressed by the London County Council to the Council of the Incorporated Law Society as representing the solicitors of the United Kingdom. No member of the Council had at any time suggested that a question of this kind was addressed to them as a London body. They were not a London body, they had a very large representation of the country upon the Council. They had not only the permanent members of the Council, as good representatives as the provinces could wish to have on any body, but they had the assistance of the presidents for the time being of certain provincial law societies whose counsels were of the greatest assistance. The Council claimed that they sat not specially for London or for the provinces, but for the whole body of solicitors throughout the United Kingdom. When questions were addressed to the Council upon which they thought they could obtain a greater appreciation of the views of country solicitors by correspondence with the provincial societies, the Council took that means of arriving at a proper decision. The question submitted to the Council on the present occasion was whether a certain district in London was a suitable district in which to apply the Act. They felt, and he thought rightly, that they required no assistance from the association of provincial societies—that was to say, from gentlemen dwelling in distant parts—from beyond that afforded to them by the very ample representation the country had at the Council board, and he thought they were justified, and that they had no right to delay the reply to such an important question as

this in order to obtain opinions which were amply represented at the Council board. It had never been treated by the Council as a London question. Of course in this much-vaunted Act they all knew that although it had been brought forward by two successive Governments in the supposed interests of landowners, neither the landowners nor those best calculated to form a judgment thought it was the boon it was supposed to be. No doubt wherever the Privy Council proposed to apply it the people of that district would think it had better be applied somewhere else. The meeting was discussing whether the Council had been guilty of a dereliction of duty in not taking those steps which they invariably took where they thought their minds could be enlightened by so doing. The Council did not consider it desirable and he was quite sure they were fully justified in the course they took. He appealed to the proposer to withdraw the motion.

Mr. H. Roscoe (London) said the metting might have perfect confidence that on every occasion country interests were considered by the Council quite fully, and that the consideration of those interests, he might say, really predominated, because there was an honourable feeling amongst the London members of the Council that, being a majority, it would be most unfair to use that majority against the country solicitors if they could possibly avoid it. In any question between town and country the country was much more likely to give the vote than *vice versâ*, and rightly so, because the Council represented the whole of the members, and the bulk of the members were country members. He hoped the motion would be withdrawn. If the solicitors in London had said the Act ought to be applied to London, what chance would there have been for others to have refused the Act? The time would come when the authorities would say, "London did not object, what possible reason have you for doing so?" The Council had fought the Act throughout, and the majority of members of the Council would advise every county to object to it every time it was sought to be introduced.

Mr. J. W. Addyman (Leeds) was afraid the Council would not appreciate the feeling which existed not only in Yorkshire, but in surrounding counties. He represented the Wakefield Incorporated Society. If the London Council persisted in following the course they had taken in the matter he was afraid there would be a large decrease in the number of members of the Wakefield Society who were members of the Incorporated Law Society, and who would secede from the parent society. The Council represented some 3,000 London solicitors and some 7,000 country solicitors. But there was a higher standard than that. They not only represented the members of the society, but of the profession as a whole, and the position they should have taken up was either to have upheld the example of Mr. Lake, or else to have left the thing alone. One could not help feeling that the position of the Council was not altogether an unselfish one. As to having obtained an expression of opinion from the associated law societies, if the Council considered the resolutions adopted then justified them in the course they had followed, he was exceedingly sorry for them, because, in his opinion, it was nothing more than—to use an expression common in his own part of the country—a put-up job. A circular was sent out from the parent society in January to each secretary of a provincial society, asking whether they were ready to fall into line and assist the Council in formulating the opposition against the Bill. From then until the time when the meeting of the associated societies was held in London no communication was issued to the societies in the provinces. The Council had approved of the Land Transfer Act.

Mr. W. Melmoth Walters (London) said Mr. Addyman should not make incorrect statements. It was not true to say that the Council approved the Bill.

Mr. Addyman said that they permitted it to pass. The Incorporated Law Society consented to the passing of the Bill.

Mr. Walters: On conditions.

Mr. Addyman said that then they refused to have it in London. Who, then, was to be the victim? After consenting to the Act as a whole they meant to kill it in detail. He asserted that that was a dishonest action. The country solicitors were here to tell the Council in plain and unmistakeable terms that if they wished to keep the allegiance of their provincial members they had better not do it again. The country solicitors had been treated in the way they had because the Council thought they had the force of numbers.

A Member rose to order. This was not the resolution.

The Vice-President: I rule you out of order. You have no business to make the offensive attacks upon the Council. I will put the amendment to the vote.

Mr. Saunders urged Mr. Middleton to withdraw the motion in the interests of peace.

Mr. Middleton did not respond, and the amendment was carried, 160 votes being given in its favour and 28 against.

The Vice-President then put the amendment as a substantive motion, but

A Member moved that the meeting proceed to the next business.

Mr. Ford rose to a point of order; but

The Vice-President said the next business motion took precedence of everything else, and it was put and carried.

### Law Society's Club.

Mr. Walters moved an amendment of the Law Society's Club rules, to the effect that "The committee shall have power at their discretion to suspend or reduce the entrance fee for any period or for any class of members, and also to reduce the annual subscription payable by members or any class of members." This, he said, would have the effect of giving the committee power to admit members of the society to the club without the payment of any entrance fee and upon payment of a small subscription, say of £2 2s. The committee of the club had come to the conclusion to ask for this power, and a circular was sent round to the provincial members on the subject. Four hundred answers were received, and 160 promised to subscribe. The club then went to the Council and obtained their sanction as far as they could give it to the change. Then they found it necessary to come to the society itself, as under the rules no alteration could be made without the consent of the society.

Mr. V. J. Chamberlain (London) seconded the motion. The alteration would be of benefit to the club and to the society.

Mr. Ford moved as an amendment to add the following words "subject to the approval of the Council of the Incorporated Law Society, such approval to be communicated to the society at its next meeting." The alteration would give more power than ever to the club, and he asked if it was wise to do this. The club could then let in anybody, the officers of the High Court of Justice or anyone else without paying an entrance fee.

Mr. J. T. Atkinson (Selby), as a country member, supported the motion. He regretted that the committee had not taken such a step before. As a country member of the Council he had often felt the want of the club.

Mr. W. H. Winterbotham (London) said that Mr. Ford's statement as to the committee of the club letting anyone in was incorrect, as no persons could become members of the club who were not already members of the society. He believed also that the club could make no alteration in the subscriptions without the approval of the Council.

The Vice-President observed that there was no possibility of anyone being elected a member of the club who was not a member of the society.

Mr. Ford: Honorary members.

Mr. Walters said that the resolution would make no alteration whatever in the class of persons who were eligible to become members of the club. Granting that that particular class remained the same the committee might reduce the subscription for country members. That was the only point.

The amendment was rejected; three votes being given in its favour and a large number against.

The resolution was carried with one dissentient vote.

### Stamp Duties.

Mr. C. H. Morton moved, in accordance with notice: "That the present system under which retrospective regulations as to stamp duties are issued is unsatisfactory, and should be amended."

Mr. W. C. Lord (Manchester) seconded the motion, and it was carried without discussion.

## LEGAL NEWS.

### APPOINTMENTS.

Mr. Edgar Alexander Baylis, solicitor, until lately the solicitor to the City Commission of Sewers, has been appointed Comptroller of the City of London in the place of Mr. Brand, resigned.

Mr. Harry Burton, solicitor, of High-street Burton-on-Trent, has been appointed a Notary Public.

### CHANGES IN PARTNERSHIPS.

#### Dissolutions.

John Trevor-Davies and Douglas Heron Marrable, solicitors (Trevor-Davies & Marrable), 8A, New-inn, London, Yeovil, and Ilchester. Dec 31.

William Slark and William Maurice Compton Burnett, solicitors (William Slark & Co.), 33, Southampton-street, Strand, London. Dec. 31. [*Gazette*, Jan. 28.

### INFORMATION WANTED.

Sarah Alice Leigh, deceased.—A reward of £10 will be paid for the last will of Miss Sarah Alice Leigh, late of 90, Gordon-road, Ealing, W., recently deceased. Apply to Robert Leigh, 90, Gordon-road, Ealing.

### GENERAL.

It is announced that Mr. John Forbes, Q.C., has retired from practice.

The Master of the Rolls has been elected a Fellow of the Royal Society.

The list of House of Lords appeals consists of seventeen cases, of which only six are English, while eleven are Scotch appeals, there being no Irish cases set down. The hearing of these appeals will be resumed about the middle of next month.

"A Practitioner," writing to the *Times*, says that a very considerable proportion of the business now blocking the Chancery Courts consists of actions relating to patents. These actions are, no doubt, of importance to the parties, but they involve no intricate questions of law, while the trial of them frequently runs to somewhat inordinate length, and they prove a very serious obstruction to the ordinary business of the Chancery Courts. A short time ago it was arranged, by the courtesy of the Lord Chief Justice, that a fair proportion of these patent cases should be transferred to the Queen's Bench Division. After an experience of two or

three of them, however, the judges of the Queen's Bench Division, I believe, struck; at all events, further transfers have been prohibited; and at the present time patent actions encumber the lists of the Chancery division in unprecedented number. The creation of a judge by whom these cases may be tried, who might also take charge of the companies winding-up business, is a crying necessity if the Chancery Division is not to get into hopeless arrear. It is essential that the new judge should not be required to go circuit. There would be ample demand in London for any spare time he might have. I do not believe he would have any. In considering the question of expense it should be borne in mind that the qhole cost would not come out of the public purse. It has been frequently stated, and never denied, that in the Chancery Division a judge warns his own salary by means of the court fees.

At the Guildford Assizes the grand jury made the following presentment: The grand jury recommend (1) that power be given to inflict corporal punishment in cases of indecent assault; (2) that the assizes held at Guildford early in the year for the county of Surrey either be postponed to the end of the South-eastern Circuit, or that her Majesty be prayed to cease issuing Orders in Council under the Winter Assize Act as applying to the months of December and January. Under the present arrangement it is only competent for assizes to deal with prisoners sent for trial for offences committed between the dates of the 11th of January and the 26th of January. Mr. Justice Ridley said that with regard to the suggested punishment of flogging, that was a matter for the Legislature to deal with; but the presentment was one which had frequently been made by grand juries. With regard to their presentment as to the assizes, he would see that it was placed in the hands of the Lord Chancellor. He felt that it was quite unnecessary that an assize should be held to try six cases, which had accumulated during a period of fifteen days. At the Exeter Assizes the grand jury made a presentment that judges should have the power to inflict corporal punishment in cases of criminal assaults on girls under thirteen years of age.

There was a large gathering at the monthly dinner of the Article Club, which was held on Wednesday at the Hotel Cecil. Mr. John Cutler, Q.C., occupied the chair. The chairman, after dinner, opened a debate on "Commerce and the Law." He remarked that commerce owed much to the ægis of the law, and the legal profession was greatly indebted to commerce. In fact, the two were indissolubly united. Commercial prosperity and legal prosperity advanced hand in hand, and legal depression followed very quickly in the footsteps of commercial depression. He referred to what had been done during the last ten or twelve years to bring the law, and the administration of it, into harmony with the requirements of the commercial community, and dwelt particularly on the advantages of the scheme put forward three years ago by the judges of the Queen's Bench Division for the speedy trial of commercial cases. Mr. Justice Barnes said he had always considered, perhaps from having had a commercial training before joining the legal profession, that those engaged in commerce were largely responsible for, and were almost the makers of, the law instead of the judges. He believed it was the fact that the improvements in the law which the judges assisted in making were derived from the views put before them by commercial men who came before them in their suits. He thought he might claim that, to some extent, the movement which led to the establishment of the present Commercial Court was originated by himself. While still at the bar, he remembered thinking the matter over owing to an incident which shewed to him that the courts were not then in a position to give that relief to mercantile men which the absolute necessities of marine commerce required. Mr. Joseph Addison, Judge Lumley Smith, Mr. Underdown, Q.C., Mr. J. Freeman Bell, and Mr. Wolf Defries also took part in the discussion.

At a dinner given on Wednesday by the Weavers' Company Lord Justice Williams, in replying to the toast of "The Bench and the Bar" said that when the health of members of the legal profession was proposed, what really was in the minds of all of them was the English love of justice. He felt—and he believed they all felt in this time of trial—that, besides the Navy and the Army, one of the strongest forces of this country, one of the strongest bulwarks for their protection, was their love of justice. This love of justice flourished among the English people not only at home, but also in every one of her colonies. He would be very sorry upon an occasion like that to say a word that seemed to cast a slight upon their generous and enthusiastic neighbours, the French, but did they not feel, when the subject of justice was mentioned, that it was something to belong to a country where not only equal laws existed and equal justice was administered to all, but where such a thing as trial before a secret tribunal was absolutely impossible? He, of course, would not say a word in regard to political matters, but might he urge upon them this—that in the struggle which was now going on among the nations of the world to secure the largest share of the commerce of the world, their best hope of securing their share consisted not so much in any appeal to force, but in the fact that wherever the English commercial community went they carried with them that sense of justice which recommended English commerce and English men of commerce to everyone with whom they dealt. They were proud to have among them that night two eminent citizens from the colonies. The colonies of England were the great pride of England; and he, as a lawyer, thought that the success of the English as colonists was largely to be attributed to the fact that wherever Englishmen went they carried with them English justice.

Warning to intending House Purchasers and Lessees.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[Advt.]

# COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

| Date. | Appeal Court No. 2. | Mr. Justice North. | Mr. Justice Stirling. |
|---|---|---|---|
| Monday, Feb. 7 | Mr. Beal | Mr. Jackson | Mr. Pugh |
| Tuesday 8 | Leach | Carrington | Lavie |
| Wednesday 9 | Beal | Jackson | Pugh |
| Thursday 10 | Leach | Carrington | Lavie |
| Friday 11 | Beal | Jackson | Pugh |
| Saturday 12 | Leach | Carrington | Lavie |
| | Mr. Justice Kekewich. | Mr. Justice Romer. | Mr. Justice Byrne. |
| Monday, Feb. 7 | Mr. King | Mr. Godfrey | Mr. Pemberton |
| Tuesday 8 | Farmer | Bolt | Ward |
| Wednesday 9 | King | Godfrey | Pemberton |
| Thursday 10 | Farmer | Bolt | Ward |
| Friday 11 | King | Godfrey | Pemberton |
| Saturday 12 | Farmer | Bolt | Ward |

# THE PROPERTY MART.

## SALES OF ENSUING WEEK.

Feb. 9.—Messrs. Douglas Young & Co., at the Mart, at 2 p.m., Freehold Ground-rent of £300 per annum, secured upon property near Oxford-street, W., with rack-rental of £800 per annum. Solicitors, Messrs. Riddell, Vaisey, & Smith, London. (See advertisement, Jan. 29, p. 224.)

Feb. 10.—Messrs. Stimson & Sons, at the Mart, at 2 p.m., Freehold Ground-rent of £1,000 per annum, secured upon Blocks of Dwellings at Vauxhall, with rev-rsion to rack-rents of £1,750 per annum. Solicitors, Messrs. Brown & Woolnough, London. (See advertisement, this week, p. 3.)

## RESULT OF SALE.

Messrs. H. E. Foster & Cranfield held their 619th Periodical Sale of Reversions, Life Policies, &c., at the Mart, E.C., on Thursday last, among the Lots Sold being the following:—

| | | £ |
|---|---|---|
| REVERSIONS: | | |
| Absolute to a Moiety of £2,500; life 52 | Sold | 670 |
| Absolute to £500; life 75 | " | 285 |
| To £1,000; lives 51 and 43 | " | 160 |
| Absolute to One-fifth of £880 | " | 100 |
| ROYAL ALBERT HALL: | | |
| A Box on the Grand Tier, containing 10 seats | " | 80 |
| POLICIES OF ASSURANCE: | | |
| For £500; life 68 | " | 375 |
| For £500; life 73 | " | 305 |
| For £1,000; life 46 | " | 275 |

# WINDING UP NOTICES.

*London Gazette.*—Friday, Jan. 28.

## JOINT STOCK COMPANIES.

Limited in Chancery.

American Mining Syndicate, Limited—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred Eugène Craven, 15 and 16, George st, Mansion House. Ingle & Co, 20, Threadneedle st, solors for liquidator

Brierley Hill Potteries, Limited—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Lawrence Robert Dickson, 48, Copthall avenue

Britannia Cycle and Component Parts Co, Limited—Creditors are required, on or before Jan 31, to send in the particulars of claims or demands to Harry Hands, 88, Colmore row, Birmingham

Candelabia Waterworks and Milling Co, Limited—By an order made by Wright, J., dated Jan 12, it was ordered that the voluntary winding up of the company be continued. Tatham & Lousada, 17, Old Broad st, solors for petners

City of London Joint-Stock Trust, Limited—Petn for winding up, presented Jan 24, directed to be heard on Feb 9. Preston, 17, Coleman st, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock on the afternoon of Feb 8

Hannans North Gold Mining Co, Limited (in Liquidation)—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to H. St. John Hodges, Finsbury House, Blomfield st. Mayo & Co, 10, Drapers' gdns, solors for the liquidator

Queen's Hotel (Cardiff) Co, Limited—Creditors are required, on or before March 1, to send in their names and addresses, and the particulars of their debts or claims, to John Edwin Gunn, Westgate st, Cardiff. Belcher, Cardiff, solor

Total Gold Extraction Co, Limited—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Charles Jacquet, 6, Rue du Rendez-vous, Paris. Snell & Co, 1 and 2, George st, Mansion House, solors for liquidator

## FRIENDLY SOCIETIES DISSOLVED.

Liverpool Horseman's Friendly Society, Raffles Mission Room, Greenland st, Liverpool Jan 19

Queen of the Valley Friendly Fund, Vestry Room, Ebenezer Chapel, Tonypandy, Jan 19

West End Jewish Independent Sick Benefit Society, Duke of Argyll, Little Pulteney st and Gt Windmill st. Jan 19

*London Gazette.*—Tuesday, Feb. 1.

## JOINT STOCK COMPANIES.

Limited in Chancery.

Abbey Wood Wool Manufacturing Co, Limited—Creditors are required, on or before Feb 14, to send their names and addresses, and particulars of their debts or claims, to Byron Davies, 17, Coleman st

Australian Gold Saving Syndicate, Limited—Creditors are required, on or before March 14, to send their names and addresses, and the particulars of their debts or claims, to Sydney Jeffreys, 22, Queen st

Bridgwaters, Limited—Creditors are required, on or before March 15, to send their names and addresses, and the particulars of their debts or claims, to George Thomas Whitehouse Coleman, Temple st, Birmingham. Churchill, West Bromwich, solor to liquidator

Dieting Soap and Chemical Co, Limited—Creditors are required, on or before March 19, to send their names and addresses, and the particulars of their debts or claims, to William Chadwick, 10, Market pl, Hyde. Hibbert & Westbrook, Hyde, solors to liquidator

GREEN BROTHERS, LIMITED—Creditors are required, on or before March 1, to send in their names and addresses, and the particulars of their debts or claims, to Harry Hackett, 71, Temple row, Birmingham. Reece & Harris, Birmingham, solors for liquidator

H. S. NICHOLS, LIMITED—Petn for winding up, directed to be heard on Jan 26, was adjourned and will be heard on Wednesday, Feb 9. Leadam & Young, 26, Austinfriars, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 8

MCKENZIE GOLD MINES, LIMITED—Petn for winding up, presented Jan 27, directed to be heard on Feb 9. Kenyon, 6, Old Jewry, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 8

PRINCE MOTOR SYNDICATE, LIMITED—Creditors are required, on or before March 1, to send in their names and addresses, and the particulars of their debts or claims, to James Fitzpatrick, 147, Leadenhall st. W. & W. Stocken, 48, Lime st, solors for liquidator

TEXTILE SUPPLY ASSOCIATION, LIMITED—Petn for winding up, presented Jan 26, directed to be heard Feb 9. Folkard, 1, Laurence Pountney hill, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 8

UNITED STATES CHEQUE BANK, LIMITED—By an order made by Wright, J., dated Jan 12, it was ordered that the voluntary winding up be continued. Peacock & Goddard, 3, South sq, Gray's inn, solors for petner

### FRIENDLY SOCIETY DISSOLVED.

RIPPONDEN HONESTY LODGE, INDEPENDENT ODD FELLOWS FRIENDLY SOCIETY, Queen Hotel, Ripponden, Yorks. Jan 26

## CREDITORS' NOTICES.
## UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, Jan. 21.

MADDOCK, MARY ANN, Seabank, Liscard, Chester Feb 22 Lester v Wright, Byrne, J Wright, Liverpool

MERRICK, GEORGE, Kingskerswell, Devon Feb 23 Dreaton v Merrick, Stirling, J Hacker & Michelmore, Newton Abbot

## UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette*—TUESDAY, Jan. 25.

ALANSON, MARTHA, Liverpool Feb 21 Garnett & Co, Liverpool

BALDWIN, EDMUND, Ramsgate, Linen Draper March 25 Mercer & Whitehead, Ramsgate

BARRETT, JOHN, and ELIZABETH BARRETT, York Feb 26 Walker & Co, Leeds

BRISBOURNE, EDWARD, Rodington, Salop March 1 Clarke, Shrewsbury

BURKE, the Rev THOMAS JAMES, Somerset March 1 Marsh & Warry, Yeovil

BURNARD, CHARLOTTE JANE, Stresham, Worcester Feb 11 Tuson & Trevor Davies, Ilchester

DAVEY, ZACHARIAH WINSLEY, Canterbury, Dairyman Feb 19 Mercer, Canterbury

DYSON, MARY ANN, Salford Dyson, Manchester

ELLIOTT, JOHN THOMAS, Newcastle upon Tyne, Baker Feb 9 Arnott & Co, Newcastle upon Tyne

EVANS, RUTH, Rhyl, Flint Feb 23 Norris & Sons, Liverpool

GLASSPOOLE, LOUISA CLEMENTINA, Paddington Feb 25 Collins & Cook, Edgware rd

GUSTON, RICHARD, Tufnell Park rd Feb 9 Camp & Ellis, Watford

HILL, HENRY, Sheffield, Corn Dealer Feb 28 Bagshawe & Co, Sheffield

HINDLIP, the Rt Hon SAMUEL CHARLES Baron, Worcester March 1 Rowcliffes & Co Bedford row

JAMES, THOMAS, Oswestry, Salop March 1 Jackson, Oswestry

KING, WILLIAM, Hampreston, Dorset, Dealer Feb 25 Dibben, Wimborne, Minster

KNIPE, FRANCIS, Hanley Castle, Worcester March 5 Quarrell, Worcester

MELLING, WILLIAM, Preston, Watchmaker March 1 Forshaw & Parker, Preston

NEWTON, RICHARD, Norfolk Feb 24 Wilson & Co, Norwich

PACK, HARRIETT, Bognor Feb 28 Staffurth & Co, Bognor.

SARAH PRICE, Old Trafford, Manchester Feb 22 Lea, Manchester

SENNETT, RICHARD, The Warren, Tulse hill March 2 Daniel Stock, Queen Victoria st

SHARPUS, FREDERICK WEAVER, Canonbury March 15 Rooke & Sons, Lincoln's inn fields

SIMMONDS, CHARLOTTE, Boston, Lincoln Feb 20 H H & L C Harvey, Spalding

SURTEES, Miss FRANCES FELICIA, Weymouth st, Portland pl March 4 Gurney, Cheltenham

TARGETT, ELIZABETH, Semley, Wilts March 1 Marsh & Warry, Yeovil

VAUGHAN, LEONORA ELIZA MARY ANN, Bath March 25 Spaull, Verulam bldgs

VINCENT, GEORGIANA, Hyde Park ter March 6 Collyer-Bristow & Co, Bedford row

WAINMAN, MARIA, Scarborough March 1 W & W S Drawbridge, Scarborough

WALSH, LAWRENCE, Blackpool, Grocer March 1 Read, Blackpool

WARWICK, JOHN, Troutbeck, Cumberland, Hotel Proprietor Feb 21 Arnison & Co, Penrith

WHITFIELD, SARAH ELIZABETH, Oxton, Chester March 1 Hagger, Liverpool

*London Gazette*.—FRIDAY, Jan. 28.

BAUME, JAMES, Rockford, Illinois, USA March 1 Hewitt & Urquhart, Leadenhall st

BENWELL, HENRY JOHN, Reading March 1 Swarbrick, New Malden

BURNELL, GEORGE, Beckenham, Kent March 3 Stones & Co, Finsbury circus

CAVENDISH, JAMES, Harley st, Cavendish sq, Doctor Feb 28 Taylor & Son, 61 James st, Bedford row

CAPON, JOHN HENRY, Aldermanbury Feb 28 Willcocks, Beddington Corner, Mitcham

CREGAN, WILLIAM JOHN, Liverpool, Surgeon Feb 26 Tellow, Liverpool

CULBERTSON, ROBERT SPENCER, Kensington Feb 28 Lee, Sherborne lane

DE KNOCK, ELIZABETH, Clifton rd, Maida Vale Feb 28 Leslie & Hardy, Bedford row

DOWDEN, WILLIAM GEORGE, Blaenavon, Mon March 15 Watkins & Co, Pontypool

EELY, SAMUEL FREDERICK, Brighton March 31 Woolley & Boris, Brighton

EYSSEN, GOTTLIEB FRIEDRICH, Ladbroke grove Feb 24 Stibbard & Co, Leadenhall st

GARRETT, HENRY, Worcester Feb 28 Lord & Parker, Worcester

GREEN, WILLIAM, East Dulwich March 1 Lewis & Lewis, Ely pl, Holborn

HARDAKER, ALFRED, Liverpool, Insurance Broker March 1 Bruce & Bruce McMaster Liverpool

HAZEL, JACOB, Littleport, Cambridge Feb 25 Batchelor & Cousins, Walbrook

HUBBER, SARAH, Coombe, nr Brixton, Devon March 8 Gard, Devonport

LOVELOCK, WILLIAM, Kent, Monumental Mason Feb 28 Spencer Gibson & Son, Cheapside

MARSHALL, ANN, Brighton March 25 Geo Brown, Son, & Vardy, Finsbury pavement

ORFORD, JANE, Ludlow, Salop Feb 26 Cottam, Ludlow

PLUMMER, EDWARD, Glyncorrwg, Glam, Mining Engineer March 1 Cuthbertson & Powell, Neath

POWELL, JOHN WILLIAM, Swansea, Licensed Victualler March 1 W Robinson & Co, Swansea

RAKEY, CHARLES, West Cowes, I of W March 14 Bailey, jun, Newport

RENTON, BLANCHE, Southsea Feb 26 Lush & Robinson, Southsea

ROBERTS, JANE, Menai Bridge, Anglesey March 12 Roberts, Bangor

ROBERTSON, DAVID TRAIL, South Kensington March 25 Clarke & Co, Old Broad st

SALVIDGE, WILLIAM CULLIFORD, and HARRIET SALVIDGE, Malden Bradley, Wilts Feb 9 Dunn & Bennett, Frome

SHEFFIELD, MARGARET, Silloth, Cumbrid Feb 15 Lazenby & Strong, Wigton

SHENSTONE, WILLIAM, Barston, Warwick Feb 26 Cottrell & Son, Birmingham

SHORTING, CHARLES GEORGE HORATIO, Snape, Suffolk March 1 Mayhew & Sons, Saxmundham

SLATER, MORTIMER JOHN, Jamaica Feb 28 H P & J H Cobb, Lincoln's inn fields

STANDIDGE, WILLIAM, Kingston upon Hull March 11 Middlemiss & Pearce, Hull

SWAIN, SAMUEL, Coventry Feb 25 Batchelor & Cousins, Walbrook

TAYLOR, CHARLES, jun, Redhill, Surrey March 11 Waltons & Co, Leadenhall st

TAYLOR, THOMAS, Farmer, Cheshire March 1 White & Sons, Warrington

TINLING, Rev EDWARD DOUGLAS, Gloucester March 1 Leefe & Leefe, Quality ct, Chancery la

TURNER, RICHARD, Farmer, York Feb 19 Wise & Son, Ripon

WARWICK, THOMAS, Balsall Heath, Birmingham Feb 6 Brown & Co, Birmingham

WILLIAMS, GEORGE STANLEY, Leicester March 1 Murray & Co, Birchin la

WORTHINGTON, SARAH, Stalybridge, Chester March 1 Slater & Co, Manchester

## BANKRUPTCY NOTICES.

*London Gazette*.—FRIDAY, Jan. 28.

### RECEIVING ORDERS.

ALPLATT, WILLIAM, Erith, Kent, Carpenter Rochester Pet Jan 24 Ord Jan 24

ATKINSON, EDWIN, Patrington, York Kingston upon Hull Pet Jan 26 Ord Jan 26

BALL, WILLIAM, Deal, Butcher Canterbury Pet Jan 25 Ord Jan 25

BAUGH, ROBERT, Middlesborough, York, Milkseller Stockton on Tees Pet Jan 22 Ord Jan 22

BOTTOMLEY, GEORGE WILLIAM, Lingdale, York, Meat Salesman Stockton on Tees Pet Jan 25 Ord Jan 25

CARRINGTON, WILLIAM, Stainsbury rd, East India Dock rd, Commission Agent High Court Pet Jan 26 Ord Jan 26

CLINTON, JAMES, Willenhall, Staffs, Hairdresser Wolverhampton Pet Jan 26 Ord Jan 26

CORBALLIS, JAMES FREDERICK JOSEPH, Farnham, Surrey Guildford Pet Jan 26 Ord Jan 26

COURTMAN, WILLIAM JAMES, Gorleston, Norfolk, Coachbuilder Gt Yarmouth Pet Jan 24 Ord Jan 24

COX, EMANUEL, Hereford, Dealer Hereford Pet Jan 26 Ord Jan 26

DAVIES, JOHN, Llanegwad Carmarthen Pet Jan 25 Ord Jan 25

DIXON, WILLIAM HOLMES, South Shields Newcastle on Tyne Pet Dec 22 Ord Jan 24

DUNNE, JOHN JOSEPH, Liverpool, Grocer Liverpool Pet Jan 6 Ord Jan 24

FOSTER, WILLIAMSON, jun, Leeds, Tailor Leeds Pet Jan 11 Ord Jan 24

HARRISON, LAZY HERBERT, Gt Yarmouth, Commercial Traveller Gt Yarmouth Pet Jan 24 Ord Jan 24

HICKEN, JOHN, Southsea, Picture Frame Dealer Portsmouth Pet Jan 24 Ord Jan 24

JONES, ROBERT PARRY, Salford, Butcher Salford Pet Jan 25 Ord Jan 25

KELSEY, JOHN, Stairfoot, Yorks, Herbalist Barnsley Pet Jan 26 Ord Jan 26

LEE, ROSA ISABELLA, and AMELIA CHARLOTTE DAVIES, St Leonard's on Sea Hastings Pet Jan 25 Ord Jan 25

LEWIS, DAVID REES, Plasmari, Swansea, Grocer Swansea Pet Jan 3 Ord Jan 22

LITTLE, GEORGE, Beaumont, Cumberland, Cattle Dealer Carlisle Pet Jan 26 Ord Jan 26

PENHALE, WILLIAM, Swansea, Copper Smelter Swansea Pet Jan 22 Ord Jan 22

REES, JOHN, Llanesmlet, Glam, Commission Agent Neath Pet Jan 24 Ord Jan 24

RICHFORD, ALFRED THOMAS, Ramsgate, Butcher Canterbury Pet Jan 22 Ord Jan 22

RUSHTON, WILLIAM JAMES, Blackpool, Fancy Draper Preston Pet Jan 24 Ord Jan 24

SKELSON, EDWARD, Nottingham, Greengrocer Nottingham Pet Jan 24 Ord Jan 24

SMITH, EDWIN PERCIVAL, Plymouth, Baker Plymouth Pet Jan 26 Ord Jan 26

SMITH, RICHARD BINNEY, Throgmorton avenue, Stockbroker High Court Pet Jan 24 Ord Jan 24

TANNER, SAMUEL, Llanwnda, Railway Secretary Bangor Pet Jan 25 Ord Jan 25

WARBURTON, WILLIAM, Norton, Derby, Die Sinker Sheffield Pet Jan 24 Ord Jan 24

WATT, GEORGE MUTRIE, Durham, Printer Durham Pet Jan 20 Ord Jan 25

WELLS, ANDREW CHARLES, Teddington, Builder Kingston, Surrey Pet Jan 24 Ord Jan 24

WILLIAMS, REES, Pontypridd, Painter Pontypridd Pet Jan 25 Ord Jan 25

WYATT, PERCY ROBERT, Sandiacre, Derbys Grocer Derby Pet Jan 25 Ord Jan 25

Amended notice substituted for that published in the London Gazette of Jan 21:

TATTERSFIELD, JOSEPH, son, Batley, York, Blanket Manufacturer Dewsbury Pet Jan 18 Ord Jan 18

Amended notice substituted for the amended notice published in the London Gazette of Jan. 21:

INGRAM, JOHN O'DONNELL, Woolwich Common rd, Lieutenant Greenwich Pet Oct 25 Ord Nov 16

### FIRST MEETINGS.

ALPLATT, WILLIAM, Erith, Kent, Carpenter Feb 7 at 11 115, High st, Rochester

ALLSOP, WILLIAM, Chesterfield, Grocer Feb 4 at 4.30 Angel Hotel, Chesterfield

BARRATT, ANN MARIA, Hereford, Licensed Victualler Feb 7 at 10 2, Offa st, Hereford

BEAMAND, RICHARD WILLIAM, Craven Arms, Salop Feb 10 at 10 4, Corn sq, Leominster

BLAKEY, NATHANIEL, Lincoln Feb 15 at 12.30 Off Rec, 31, Silver st, Lincoln

BOOCOCK, SUSANNA HOBSON, Gainsborough, Grocer Feb 15 at 12 Off Rec, 31, Silver st, Lincoln

CLIFFE, F H, Cheltenham Feb 10 at 11.15 County Court bldgs, Cheltenham

CLINTON, JOHN, Craven Arms, Salop, Builder Feb 10 at 10 4, Corn sq, Leominster

COOMBE, ARTHUR HENRY, Wandsworth, Clerk Feb 4 at 11.30 24, Railway app, London Bridge

COX, ALFRED MATTHIAS, Shanklin, I of W, Grocer Feb 7 at 11 Off Rec, 19, Quay st, Newport

COX, EMANUEL, Hereford, Dealer Feb 7 at 10 2, Offa st Hereford

COX, HARRY, Edwalton, Notts Feb 7 at 12 County Court house, St Peter's gate, Nottingham

DAY, JAMES, Kempston, Beds, Farmer Feb 7 at 11.30 Off Rec, 1A, St Paul's sq, Bedford

DYER, HERBERT HENRY, Winterbourne Stoke, Wilts, Baker Feb 4 at 11 Off Rec, City chmbrs, Endless st, Salisbury
EVANS, SARAH ANN, Llandilo Graban, Radnors, Grocer Feb 7 at 10 2, Offa st, Hereford
GAMMON, HENRY, Chesterfield, Hardware Dealer Feb 4 at 4 Angel Hotel, Chesterfield
HANNETT, JOHN WILLIAM, West Bridgford, Notts, Timber Merchant Feb 4 at 3.30 County Court house, St Peter's gate, Nottingham
HARDING, FREDERICK HENRY, Liverpool, Car Driver Feb 8 at 12 Off Rec 35, Victoria st, Liverpool
HARLAND, HENRY, Hartlepool, Innkeeper Feb 4 at 3.30 Off Rec, 25, John st, Sunderland
HARRISON, ROBERT, Ilkeston, Derbys, Butcher Feb 4 at 11 Off Rec, 40, St Mary's gate, Derby
HILL, GEORGE, Skipton, Yorks, Commission Weaver Feb 7 at 11 Off Rec, 31, Manor row, Bradford
HOLLOWAY, WILLIAM, Westgate on Sea, Kent, Solicitor Feb 11 at 3.30 Bankruptcy bldgs, Carey st
HUGHES, THOMAS, Wakefield, Grocer Feb 4 at 11 Off Rec, 6, Bond terrace, Wakefield
LANGSTAFF, HENRY, Kingston upon Hull, Commercial Traveller Feb 4 at 11.30 Off Rec, Trinity House lane, Hull
LEATHLEY, JOHN EDWARD, Bradford, Rag Merchant Feb 4 at 11 Off Rec, 31, Manor row, Bradford
LEVENE, LOUIS NATHAN, Southampton, Fancy Goods Dealer Feb 4 at 12 Bankruptcy bldgs, Carey st
MAYSTON, JOHN HENRY, jun, Great Yarmouth Feb 5 at 12 Off Rec, 8, King st, Norwich
MORRIS, GEORGE, Ludlow, Salop, Auctioneer Feb 10 at 10 4 Corn sq, Leominster
PARKER, ALEXANDER, Tibshelf, Alfreton, Contractor Feb 4 at 11.30 Off Rec, 40, St Mary's gate, Derby
PERRY, THOMAS, Matterseo, Notts, Farmer Feb 4 at 2 Off Rec, Figtree ln, Sheffield
RAMSHAW, FREDERICK CHARLES, Aldermanbury, Commission Agent Feb 9 at 11 Bankruptcy bldgs, Carey st
RICHFORD, ALFRED THOMAS, Ramsgate, Butcher Feb 12 at 11 Off Rec, 73, Castle st, Canterbury
RILEY, SARAH, Denmark hill, Fried Fish Dealer Feb 7 at 12 Bankruptcy bldgs, Carey st
ROBOTHAM, EDWARD, Old Jewry chmbrs, Financial Agent Feb 10 at 12 Bankruptcy bldgs, Carey st
ROESSLER, FREDERICK HENRY, Stratford, Essex, Cork Merchant Feb 7 at 2.30 Bankruptcy bldgs, Carey st
RUSHTON, WILLIAM JAMES, Blackpool, Fancy Draper Feb 4 at 3 Off Rec, 14, Chapel st, Preston
SHELDON, JOSEPH, Manchester, Commission Agent Feb 4 at 3 Off Rec, Byrom st, Manchester
SHUTTLEWORTH, SAMUEL, Westbourne Park, Cycle Agent Feb 11 at 11 Bankruptcy bldgs, Carey st
SMITH, RICHARD BINNEY, Throgmorton avenue, Stockbroker Feb 4 at 2.30 Bankruptcy bldgs, Carey st
STRACHEY, JOHN WOMBWELL, Lower Walmer, Kent Feb 11 at 3 Bankruptcy bldgs, Carey st
WARD, ROBERT, Knutsford, Chester Farmer Feb 4 at 2.30 Off Rec, Byrom st, Manchester
WESTLEY, MRS J H, South Hackney, Boot Manufacturer Feb 10 at 2.30 Off Rec, Bankruptcy bldgs, Carey st
WHITLAM, GEORGE, Doncaster, Furniture Broker Feb 4 at 2.30 Off Rec, Figtree lane, Sheffield
WILSON, THOMAS WILLIAM, Kingston upon Hull, Master Mariner Feb 4 at 11 Off Rec, Trinity House lane, Hull
WOOD, EDWARD, London Bridge Station, Auctioneer Feb 9 at 2.30 Bankruptcy bldgs, Carey st
WOOD, JOHN MAKINSON, Ingol, nr Preston, Corn Merchant Feb 11 at 11 Off Rec, 14, Chapel st, Preston
WOODWARD, GEORGE FREDERICK, Hanley, Staffs, Cattle Dealer Feb 4 at 4 Royal Hotel, Crewe

## ADJUDICATIONS.

ABBOTT, JOHN, Pendlebury, Lancs Salford Pet Nov 17 Ord Jan 26
ALFLATT, WILLIAM, Erith, Kent, Carpenter Rochester Pet Jan 22 Ord Jan 26
ATKINSON, EDWIN, Patrington, Yorks Kingston upon Hull Pet Jan 26 Ord Jan 26
BARUGH, ROBERT, Middlesborough, Yorks, Milk Seller Stockton on Tees Pet Jan 22 Ord Jan 22
BLEWETT, SAMUEL BROKENSHIRE, Plymouth, Stock Broker Plymouth Pet Oct 22 Ord Jan 24
BOTTOMLEY, GEORGE WILLIAM, Coatham, nr Redcar, Yorks, Meat Salesman Stockton on Tees Pet Jan 25 Ord Jan 25
CLINTON, JAMES, Willenhall, Stafford, Hairdresser Wolverhampton Pet Jan 26 Ord Jan 26
COURTMAN, WILLIAM JAMES, Gorleston, Norfolk, Coachbuilder Great Yarmouth Pet Jan 24 Ord Jan 24
COX, EMANUEL, Hereford, Dealer Hereford Pet Jan 26 Ord Jan 26
DAVIDSON, B VENOUR, Fyzabad, India High Court Pet Dec 14 Ord Jan 25
DAVIES, JOHN, Llanegwad, Carmarthens, Labourer Carmarthen Pet Jan 25 Ord Jan 25
DAY, JAMES, Kempston, Beds, Farmer Bedford Pet Jan 15 Ord Jan 26
DIXON, WILLIAM HOLMES, South Shields Newcastle on Tyne Pet Dec 22 Ord Jan 25
DRIVER, CHARLES WILLIAM, Deal, Builder Canterbury Pet Jan 11 Ord Jan 22
GORMAN, ELLEN, Bedminster, Licensed Victualler Bristol Pet Dec 30 Ord Jan 22
GROSVENOR, FREDERICK SIMON, Moorgate st High Court Pet Nov 10 Ord Jan 24
HARRISON, FREDERICK WILLIAM, Fakenham, Norfolk Norwich Pet Nov 8 Ord Jan 26
HARRISON, LAST HERBERT, Gt Yarmouth, Commercial Traveller Gt Yarmouth Pet Jan 24 Ord Jan 24
HICKEN, JOHN, Southsea, Picture Frame Dealer Portsmouth Pet Jan 24 Ord Jan 24
JONES, ROBERT PARRY, Salford, Butcher Salford Pet Jan 26 Ord Jan 26
KELSEY, JOHN, Stairfoot, nr Barnsley, Herbalist Barnsley Pet Jan 26 Ord Jan 26
LEE, ROSA ISABELLA, and AMELIA CHARLOTTE DAVIES, St Leonards on Sea Hastings Pet Jan 25 Ord Jan 25
LEWIS, DAVID RHYS, Swansea, Grocer Swansea Pet Jan 3 Ord Jan 26
LITTLE, GEORGE, Beaumont, Cumberland, Cattle Dealer Carlisle Pet Jan 26 Ord Jan 26
LUCKMANN, ANDREW High Court Pet Nov 18 Ord Jan 25
PARKER, ALEXANDER, Tibshelf, nr Alfreton, Contractor Derby Pet Jan 8 Ord Jan 25
PENHALE, WILLIAM, Landore, Swansea, Copper Smelter Swansea Pet Jan 22 Ord Jan 22
PAYNE, HERBERT WILLIAM, Paddington Carmarthen Pet Jan 1 Ord Jan 22
REES, JOHN, Llansamlet, Glam, Commission Agent Neath Pet Jan 24 Ord Jan 24
RICHFORD, ALFRED THOMAS, Ramsgate, Butcher Canterbury Pet Jan 22 Ord Jan 25
RILEY, SARAH, Denmark hill High Court Pet Dec 30 Ord Jan 25
SIMONS, WILLIAM VAZIE LANGDALE, Pontypridd, Solicitor Pontypridd Pet Nov 15 Ord Jan 26
SKELSON, EDWARD, Nottingham, Greengrocer Nottingham Pet Jan 24 Ord Jan 24
SMITH, EDWIN PERCIVAL, Plymouth, Baker Plymouth Pet Jan 26 Ord Jan 26
SMITH, RICHARD BINNEY, Throgmorton av, Stockbroker High Court Pet Jan 24 Ord Jan 24
TANNER, SAMUEL, Llanwnda, Railway Secretary Bangor Pet Jan 17 Ord Jan 25
WARBURTON, WILLIAM, Sheffield, Die Sinker Sheffield Pet Jan 24 Ord Jan 24
WELLS, ANDREW CHARLES, Teddington, Builder Kingston, Surrey Pet Jan 24 Ord Jan 24
WILLIAMS, REES, Pontypridd, Painter Pontypridd Pet Jan 25 Ord Jan 25
WYATT, PERCY ROBERT, Sandiacre, Derbyshire, Grocer Derby Pet Jan 25 Ord Jan 25

## ADJUDICATION ANNULLED.

LAMBART, RADULPH LENOX, Stoke Lane, Somersets., Gent Bath (transferred from Frome) Adjud Sept 21, 1889 Annul Jan 20

*London Gazette.*—TUESDAY, Feb. 1.

## RECEIVING ORDERS.

ARTHUR, WILLIAM, Scraptoft, Leicester, Milk Dealer Leicester Pet Jan 28 Ord Jan 28
BICKLEY, CATHERINE, Birmingham Birmingham Pet Jan 13 Ord Jan 27
CARBALLY, ANDREW, Liverpool, Team Owner's Runner Liverpool Pet Jan 11 Ord Jan 28
CHALONER, THOMAS OSBORNE, Newmarket, Trainer of Racehorses Cambridge Pet Jan 18 Ord Jan 29
CHANDLER, FREDERICK MARSHALL, Milton next Sittingbourne, Kent, Baker Rochester Pet Jan 26 Ord Jan 28
CHENNELLS, JESSE ERNEST, Clacton on Sea, Butcher Colchester Pet Jan 27 Ord Jan 27
CHURCH, THOMAS, Peterborough, Hawker Peterborough Pet Jan 27 Ord Jan 27
CLARKE, THOMAS WILLIAM, Ludborough, Lincs, Draper Great Grimsby Pet Jan 14 Ord Jan 27
COHEN, SAMUEL, Burnley, Glazier Blackburn Pet Jan 25 Ord Jan 25
COLLINS, JAMES, Ramsgate, Greengrocer Canterbury Pet Jan 29 Ord Jan 29
CORONEO, CHRISTOPER, Walton, Liverpool, Cargo Superintendent Liverpool Pet Jan 11 Ord Jan 28
DUTTON, GEORGE WILLIAM, Chester, Grocer Chester Pet Jan 18 Ord Jan 29
EDWARDS, FRANCIS HENRY, Upper Holloway, Commercial Traveller High Court Pet Jan 5 Ord Jan 28
FEWSTER, JOSEPH ANTHONY, Wisbech St Peter, Cambs, Stationer King's Lynn Pet Jan 27 Ord Jan 27
GEORGE, CHARLES ALBERT, Great Yarmouth, Fisherman Great Yarmouth Pet Jan 27 Ord Jan 27
GRIFFITHS, ABRAHAM, Whitchurch, Glam, Licensed Victualler Cardiff Pet Jan 12 Ord Jan 25
HART, CHARLES CHAMBERS, Northampton, Shoe Manufacturer Northampton Pet Jan 26 Ord Jan 26
HEDLEY, JOSEPH, Sadberge, Durham, Licensed Victualler Stockton on Tees Pet Jan 28 Ord Jan 28
HUMPHREY, THOMAS, Great Grimsby, Smackowner Great Grimsby Pet Jan 28 Ord Jan 28
HUTCHIN, CHARLES ERNEST, Duke st, Adelphi, Clerk High Court Pet Jan 4 Ord Jan 28
ILES, HENRY, and JOSEPH ILES, Kingswood, nr Bristol, Boot Manufacturers Bristol Pet Jan 29 Ord Jan 29
JAMES, GEORGE LACON, Wandsworth High Court Pet Jan 7 Ord Jan 28
LAMB, JOHN WILLIAM, Little Fenton, Yorks, Farmer York Pet Jan 29 Ord Jan 29
LAMBERT, FRANK, Tisbury, Wilts, Haulier Salisbury Pet Jan 29 Ord Jan 29
LOVE, ALFRED, Battersea Wandsworth Pet Jan 26 Ord Jan 28
MARSHALL, WALTER, Nottingham, Groom Nottingham Pet Jan 27 Ord Jan 27
PHILPOTT, STEPHEN EDWIN, Lower Higham, Kent, Baker Rochester Pet Jan 27 Ord Jan 27
PRIBCE, WILLIAM, Clapham, Job Master Wandsworth Pet Jan 27 Ord Jan 27
PERKINS, JOHN HENRY, Whissendine, Rutland, Builder Leicester Pet Jan 27 Ord Jan 27
POUNDER, WALTER, New Wortley, Baker Leeds Pet Jan 26 Ord Jan 26
PRIESTLEY, JOHN ANDREW, Stoke upon Trent, Chemist Stoke upon Trent Pet Jan 29 Ord Jan 29
SIMPSON, RALPH, West Hartlepool, Blacksmith Sunderland Pet Jan 27 Ord Jan 27
SPAVEN, MARY, Sneaton, nr Whitby Stockton on Tees Pet Jan 13 Ord Jan 27
STEPHENS, SAMUEL, Edinburgh mansions, Westminster, Barrister High Court Pet Aug 28 Ord Jan 27
VIALL, JOSEPH HENRY, Newcastle on Tyne, Commission Agent Newcastle on Tyne Pet Jan 29 Ord Jan 29
TUNSTALL, JOHN ROBERT, Rishton, Draper Blackburn Pet Jan 28 Ord Jan 28
WALTERS, ELIZABETH, Kidwelly, Carmarthenshire, Dealer Carmarthen Pet Jan 28 Ord Jan 28
WATSON, WILLIAM, Ilkley, York, Fine Art Dealer Leeds Pet Jan 27 Ord Jan 27
WELLS, HARRY FITZWILLIAM, New Swindon, Wilts, Clerk Swindon Pet Jan 28 Ord Jan 28
WILKER, WILLIAM HENRY GRIFFIN, Birmingham, Surgeon Birmingham Pet Jan 27 Ord Jan 27

## FIRST MEETINGS.

ABBOTT, JOHN, Pendlebury, Lancs, Joiner Feb 9 at 3 Off Rec, Byrom st, Manchester
ATKINSON, EDWIN, Patrington, York Feb 8 at 11 Off Rec, Trinity House ln, Hull
BALL, WILLIAM, Deal, Kent, Butcher Feb 17 at 9 Off Rec, 73, Castle st, Canterbury
BUTCHER, FRANK WILLIAM, Gt Yarmouth, Labourer Feb 12 at 12 30 Off Rec, 8, King st, Norwich
CARRINGTON, WILLIAM, Stainsbury rd, East India Dock rd, Commission Agent Feb 8 at 12 Bankruptcy bldgs, Carey st
CHANDLER, FREDERICK MARSHALL, Milton next Sittingbourne, Kent, Baker Feb 21 at 11 115, High st, Rochester
CHENNELLS, JESSE ERNEST, Clacton on Sea, Butcher Feb 11 at 11 The Cups Hotel, Colchester
COLLETT, THOMAS, Caerleon, Mon, Farmer Feb 10 at 11 Off Rec, Westgate chmbrs, Newport, Mon
COURTMAN, WILLIAM JAMES, Gorleston, Norfolk, Coachbuilder Feb 12 at 12 Off Rec, 8, King st, Norwich
CRISP, ARTHUR WILLIAM, Birmingham, Grocer Feb 9 at 11 174, Corporation st, Birmingham
ENGLAND, JOHN JAMES, Leeds Feb 9 at 11 Off Rec, 22, Park row, Leeds
HALL, JAMES SAYER, and JOHN SAYER HALL, Gt Yarmouth, Shipsmiths Feb 11 at 3 Off Rec, 8, King st, Norwich
HARDING, ROBERT, Barnstaple, Timber Merchant Feb 8 at 1.15 Sanders & Son, High st, Barnstaple
HICKES, JOHN, Southsea Feb 8 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
HILTON, THOMAS, Otley, York, Coachbuilder Feb 10 at 11 Off Rec, 22, Park row, Leeds
HUTCHIN, CHARLES ERNEST, Duke st, Adelphi, Clerk Feb 8 at 12 Bankruptcy bldgs, Carey st
JAMES, GEORGE LACON, Wandsworth Feb 8 at 2.30 Bankruptcy bldgs, Carey st
JOHNSTON, CHARLES, Leeds, Boot Manufacturer Feb 9 at 12 Off Rec, 22, Park row, Leeds
JONES, JOHN, Newport, Mon Feb 10 at 11.30 Off Rec, Westgate chmbrs, Newport, Mon
JONES, ROBERT PARRY, Salford, Lancs, Butcher Feb 9 at 2.30 Off Rec, Byrom st, Manchester
KIRBY, RICHARD JEFFERSON, Great Driffield, Yorks Feb 9 at 11 Off Rec, 74, Newborough, Scarborough
LEE, ROSA ISABELLA, and AMELIA CHARLOTTE DAVIES, St Leonards on Sea Feb 8 at 2.30 Young & Sons, Bank bldgs, Hastings
LITTLE, GEORGE, Beaumont, Cumberland, Cattle Dealer Feb 11 at 1 Off Rec, 34, Fisher st, Carlisle
PENHALE, WILLIAM, Landore, Swansea, Copper Smelter Feb 10 at 12 Off Rec, 31, Alexandra rd, Swansea
PHILPOTT, STEPHEN EDWIN, Lower Higham, Kent, Baker Feb 21 at 11.30 115, High st, Rochester
PLUNKETT, JAMES, Nottingham, Traveller Feb 8 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
SCOTT, FRANCIS, Holme Cultram, Cumberland, Farmer Feb 11 at 12.30 Off Rec, 34, Fisher st, Carlisle
SIMPSON, ARTHUR, Leeds, Estate Agent Feb 10 at 12 Off Rec, 22, Park row, Leeds
SMITH, EDWIN PERCIVAL, Plymouth, Baker Feb 9 at 11 Law Society's chmbrs, Athenæum lane, Plymouth
THOMSON, WALTER, Huntingdon, Builder Feb 18 at 11.45 Law Courts, New rd, Peterborough
TOMKINS, JOHN, Walton on Thames, Bargeowner Feb 8 at 11.30 24, Railway app, London Bridge
TYLER, EDWARD, Coleford, Glos, Butcher Feb 10 at 12 Off Rec, Westgate chmbrs, Newport, Mon
WARBURTON, WILLIAM, Norton, Derby, Die Sinker Feb 8 at 2 Off Rec, Figtree lane, Sheffield
WEBSTER, FRANCIS, Barrowby, Lincs, Farmer Feb 8 at 12 County Court House, St Peter's gate, Nottingham
WELLS, ANDREW CHARLES, Teddington, Builder Feb 8 at 12.30 24, Railway app, London Bridge
WERNHAM, HENRY, Reading Feb 17 at 12 Queen's Hotel, Reading
WYATT, PERCY ROBERT, Sandiacre, Derbys, Grocer Feb 8 at 11 Off Rec, 40, St Mary's gate, Derby

Amended notices substituted for those published in the London Gazette of Jan 28:

DAY, JAMES, Kempston, Beds, Farmer Feb 7 at 11.30 Off Rec, 1a, St Paul's sq, Bedford
HILL, GEORGE, Skipton, Yorks, Commission Weaver Feb 7 at 11 Off Rec, 31, Manor row, Bradford

## ADJUDICATIONS.

ALBAN, CLIFTON FREDERICK SAMUEL, Piccadilly, Cigar Dealer High Court Pet Dec 9 Ord Jan 28
ARTHUR, WILLIAM, Scraptoft, Leicester, Milk Dealer Leicester Pet Jan 28 Ord Jan 28
CARRINGTON, WILLIAM, East India Dock rd, Commission Agent High Court Pet Jan 26 Ord Jan 26
CHANDLER, FREDERICK MARSHALL, Milton next Sittingbourne, Baker Rochester Pet Jan 26 Ord Jan 29
CHENNELLS, JESSE ERNEST, Clacton on Sea, Butcher Colchester Pet Jan 27 Ord Jan 27
CHURCH, THOMAS, Peterborough, Hawker Peterborough Pet Jan 27 Ord Jan 27
COHEN, SAMUEL, Burnley, Glazier Blackburn Pet Jan 24 Ord Jan 25
COLLINS, JAMES, Ramsgate, Greengrocer Canterbury Pet Jan 25 Ord Jan 29
COX, HARRY, Edwalton, Notts Nottingham Pet Dec 31 Ord Jan 28
CRISP, ARTHUR WILLIAM, Birmingham, Grocer Birmingham Pet Jan 20 Ord Jan 27
CURRY, JAMES, Bristol Bristol Pet Jan 7 Ord Jan 27
FEWSTER, JOSEPH ANTHONY, Wisbech St Peter, Cambridgeshire, Stationer King's Lynn Pet Jan 27 Ord Jan 27
FLINT, REGINALD, Bride ln, Ludgate Circs High Court Pet Oct 21 Ord Jan 26
FOSTER, WILLIAMSON, jun, Leeds, Tailor Leeds Pet Jan 11 Ord Jan 28

GEORGE, CHARLES ALBERT, Gt Yarmouth, Fisherman Gt Yarmouth Pet Jan 27 Ord Jan 27
HART, CHARLES CHAMBERS, Northampton, Shoe Manufacturer Northampton Pet Jan 26 Ord Jan 27
HEDLEY, JOSEPH, Sedberge, Durham, Licensed Victualler Stockton on Tees Pet Jan 28 Ord Jan 28
HUMPHREY, THOMAS, Gt Grimsby, Smackowner Gt Grimsby Pet Jan 28 Ord Jan 28
LANE, JOHN WILLIAM, Little Fenton, Yorks, Farmer York Pet Jan 29 Ord Jan 29
LAMBERT, FRANK, Tisbury, Wilts, Haulier Salisbury Pet Jan 28 Ord Jan 29
LEVENE, LOUIS NATHAN, Southampton, Fancy Goods Dealer High Court Pet Jan 11 Ord Jan 26
LOVE, ALFRED, Battersea, Traveller Wandsworth Pet Jan 27 Ord Jan 28
MARSHALL, WALTER, Nottingham, Groom Nottingham Pet Jan 27 Ord Jan 27
PERKINS, JOHN HENRY, Whissendine, Rutland, Build'g Leicester Pet Jan 26 Ord Jan 27
PHILPOTT, STEPHEN EDWIN, Lower Higham, Kent, Baker Rochester Pet Jan 22 Ord Jan 27
POUNDER, WALTER, New Wortley, Leeds, Baker Leeds Pet Jan 26 Ord Jan 26
SAUNDERS, WILLIAM ALLEN, Forest Hill, Timber Merchant High Court Pet Jan 14 Ord Jan 28
SIMPSON, RALPH, West Hartlepool, Blacksmith Sunderland Pet Jan 27 Ord Jan 27
TUNSTALL, JOHN ROBERT, Rishton, Lanes, Draper Blackburn Pet Jan 26 Ord Jan 26
WALTERS, ELIZABETH, Kidwelly, Carmarthen, Boot Dealer Carmarthen Pet Jan 26 Ord Jan 28
WATSON, WILLIAM, Ilkley, York, Fine Art Dealer Leeds Pet Jan 27 Ord Jan 27
WELLS, HARRY FITZWILLIAM, New Swindon, Wilts, Clerk Swindon Pet Jan 26 Ord Jan 26
WHALY, JOSEPH, Porthill, nr Burslem, Builder Hanley Pet Dec 14 Ord Jan 27
WILLIAMS, EMILY, Shrewsbury, Salop, Ladies Outfitter Shrewsbury Pet Jan 13 Ord Jan 29
WOLFENDEN, ROBERT, New Broad st, Solicitor High Court Pet Oct 15 Ord Jan 26


# MERIT AND MERIT ALONE

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Dear Sir,—We are very pleased with the Deed Boxes which you recently supplied to us, and now inclose cheque for £36 6s. 6d., the amount of your account for same, which kindly receipt and return in due course. We shall be happy to recommend your company to any of our friends who may require Deed Boxes. Yours faithfully,

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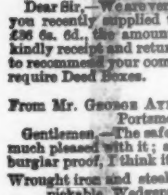
From Mr. GEORGE ATLWARD, Portsdown House, Cosham, Portsmouth, Sept. 15, 1897.

Gentlemen,—The safe is duly to hand, and I am very much pleased with it; and if it is as you guarantee, fire and burglar proof, I think it is marvellously cheap.

Wrought iron and steel Fire and Burglar Resisting, Unpickable, Wedgeproof Cash and Jewellery Safe.



| | High. | Wide. | Deep. | |
|---|---|---|---|---|
| No. B54.— | 20 by | 14 by | 14 in. | *£2 10 |
| B55.— | 22 by | 15 by | 15 in. | *£2 15 |
| B56.— | 24 by | 17 by | 16 in. | *£3 0 |
| B57.— | 26 by | 18 by | 17 in. | *£3 5 |
| B58.— | 28 by | 19 by | 19 in. | *£3 10 |
| B59.— | 30 by | 20 by | 20 in. | †£4 0 |
| B60.— | 32 by | 22 by | 21 in. | †£4 5 |
| B61.— | 34 by | 23 by | 22 in. | †£4 10 |
| B62.— | 36 by | 24 by | 23 in. | ‡£5 0 |

* With 1 drawer. † With 2 drawers ‡ With 2 drawers and shelf.

These are 5 to 6 inches less inside measurement.

2 in. Fire resisting chambers, best lever lock, duplicate keys Fitted with Chubb's Lock, 7s. 6d. each extra.

Wrought iron and steel Fire and Burglar Resisting, Unpickable, Wedgeproof Book, Cash, and Jewellery Safe.

EXTRA STRONG.

| No | High | Wide | Deep | £ s. d. |
|---|---|---|---|---|
| B956. | 24 by | 17 by | 17 in. | *5 8 0 |
| B957. | 26 by | 18 by | 17 in. | *6 2 0 |
| B958. | 28 by | 19 by | 19 in. | *6 12 6 |
| B959. | 30 by | 20 by | 20 in. | †7 2 6 |
| B960. | 32 by | 22 by | 21 in. | †7 17 6 |
| B961. | 34 by | 23 by | 22 in. | ‡8 5 0 |
| B962. | 36 by | 24 by | 23 in. | ‡8 16 0 |
| B963. | 38 by | 24 by | 24 in. | ‡9 10 0 |
| B964. | 40 by | 25 by | 24 in. | ‡10 2 6 |

* With 1 drawer.
† With 2 drawers.
‡ With 2 drawers and shelf.

2½ in. Fire resisting chambers, handles, throw bolts in front, top, and bottom of door, very best lever lock, duplicate keys Fitted with Chubb's Lock, 7s. 6d. each extra.

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Set of best tinned steel fall-front Deed Boxes, 20 by 14 by 14, with strong iron stand and brass knobs and chain.

Locks are the best lever that can be made, each lock to differ, and one master key to pass the lot.

COMPARTMENTS:
1 box with 4
1 " " 3
1 " " 2
" without.

Packed in case and sent carriage paid as drawing for

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Ditto, with 8 Boxes, B2. £6 10s. 0d.
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## ALPHABET CASE (2 doors).

Made of Best Tinned Steel, with Best Lever Spring Lock and 2 Keys.

Stock Size, 20 by 17 by 14.
No. B19. £6 10s. 0d.

May be made any size to Order.

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All kinds of Boxes made and Strong Rooms Fitted.
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To Trustees and others.—Freehold Ground Rents amounting to £1,382 13s. 3d. per annum, most amply secured upon an Estate of 115 houses, and offering an investment of the highest character.

MR. F. H. B. RIDDLE is instructed to SELL by AUCTION, at the MART, Tokenhouse Yard, E.C., on TUESDAY, MARCH 8, at TWO o'clock punctually, in One Lot.

The above valuable FREEHOLD GROUND RENTS, abundantly secured on high-class property, situate close to Wandsworth-common Station, in the County of Surrey, and comprising 16 houses in Nightingale-lane, 11 houses in Bolingbroke-grove, 20 houses in Granard-road, 15 houses in Morella-road, 21 houses in Estcourt-road, 9 houses in Thurleigh-road, 10 houses in Nightingale-park-crescent, and 4 houses in Blenkarne-road, the whole forming a compact estate, and presenting an investment of unexceptionable character not often to be obtained, with reversion in 1961 to the rack rents, estimated at about £700 per annum.

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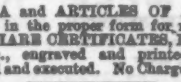
BY  AUTHORITY.

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Annual and other Returns Stamped and Filed.


## LONDON and COUNTY BANKING COMPANY (Limited).

Established in 1836, and registered in 1880 under the Companies Acts, 1862 to 1879.

Capital, £8,000,000, in 100,000 Shares of £80 each.

REPORT adopted at the Annual General Meeting, the 3rd February, 1898.

WILLIAM EGERTON HUBBARD, Esq., in the Chair.

The Directors, in submitting to the Proprietors the Balance-sheet for the half-year ending 31st December last, have to report that, after paying interest to customers and all charges, making provision for bad and doubtful debts, and allowing £32,904 7s. 3d. for rebate on bills not due, the net profits amount to £296,198 7s. 1d. From this sum has been deducted £25,000, transferred to Premises Account, and £80,000, carried to Reserve Fund, leaving £191,198 7s. 1d., which, with £78,768 12s. 5d., balance brought forward from last account, leaves available the sum of £269,966 19s. 6d.

The Directors recommend the payment of a Dividend of 10 per cent. for the half-year, together with a Bonus of 1 per cent. which will absorb £220,000. This will leave a balance of £49,966 19s. 6d. to be carried forward to Profit and Loss New Account. The present dividend, added to that paid to 30th June, will make 22 per cent. for the year 1897.

The Directors, as mentioned in the Circular dated 19th January, propose an alteration in the constitution of the Bank by substituting a Memorandum and Articles of Association for the Deed of Settlement which was framed in the year 1836, and is in many respects antiquated and obsolete, particularly since the Bank was registered under the Companies Acts. A Special Resolution will be submitted, which, if passed at this Meeting and to be confirmed at the Extraordinary Meeting to be hereafter convened, will enable the Directors to apply to the High Court for confirmation of such alteration.

The Directors retiring by rotation are Hanbury Barclay, Esq., William Howard, Esq., and William McKewan, Esq., who, being eligible, offer themselves for re-election.

The Dividend and Bonus, £2 4s. per Share, free of Income Tax, will, if approved, be payable at the Head Office, or at any of the Branches, on or after Monday, 14th February.

BALANCE-SHEET OF THE LONDON AND COUNTY BANKING COMPANY (LIMITED), 31ST DECEMBER, 1897.

| Dr. | £ | s. | d. | £ | s. | d. |
|---|---|---|---|---|---|---|
| To Capital subscribed, £8,000,000 .....Paid up | | | | 2,000,000 | 0 | 0 |
| To Reserve Fund ..... | | | | 1,080,000 | 0 | 0 |
| To Due by the Bank on Current Accounts, on Deposit Accounts, with Interest accrued, Circular Notes, &c..... | | | | 41,527,454 | 4 | 11 |
| To Liabilities on Acceptances, covered by Cash or Securities or Bankers' Guarantees ..... | | | | 2,046,904 | 4 | 4 |
| To Rebate on Bills not due carried to next Account | | | | 32,904 | 7 | 3 |
| To Net Profit for the Half-year, after making provision for bad and doubtful debts ..... | 296,198 | 7 | 1 | | | |
| To Transferred to Premises Account ..... | 25,000 | 0 | 0 | | | |
| | 271,198 | 7 | 1 | | | |
| To Carried to Reserve Fund | 80,000 | 0 | 0 | | | |
| | 191,198 | 7 | 1 | | | |
| To Profit and Loss Balance brought from last Account | 78,768 | 12 | 5 | | | |
| | | | | 269,966 | 19 | 6 |
| | | | | £46,957,229 | 16 | 0 |

| Cr. | £ | s. | d. | £ | s. | d. |
|---|---|---|---|---|---|---|
| By Cash at the Head Office and Branches, and with Bank of England ..... | 5,423,554 | 10 | 11 | | | |
| By Loans at Call and at Notice, covered by Securities ..... | 3,486,589 | 4 | 10 | | | |
| | | | | 8,910,143 | 15 | 9 |
| By Investments, viz.:— Consols (2½ per Cent.) registered and in Certificates, and New 2½ per Cents., £6,751,9017s. 11d.; Canada 4 per Cent. Bonds, Egyptian 3 per Cent. Bonds, Guaranteed by the British Government ..... | 7,394,088 | 2 | 0 | | | |
| India Government Stock and Debentures, and India Government Guaranteed Railway Shares, Stock and Debentures... | 1,051,954 | 0 | 3 | | | |
| Metropolitan and other Corporation Stocks, Debenture Bonds, English Railway Debenture Stock, and Colonial Bonds ..... | 1,794,520 | 4 | 0 | | | |
| Other Securities ..... | 7,698 | 10 | 0 | | | |
| | | | | 10,228,260 | 16 | 3 |
| By Discounted Bills Current..... | 10,705,082 | 9 | 0 | | | |
| By Advances to Customers at the Head Office and Branches ..... | 14,634,792 | 2 | 6 | | | |
| | | | | 25,339,874 | 11 | 6 |
| By Liabilities of Customers for Drafts accepted by the Bank (as per Contra) ... | | | | 2,046,904 | 4 | 4 |
| By Freehold Premises in Lombard Street and Nicholas Lane, Freehold and Leasehold Property at the Branches, with | | | | | | |